

A PROUD TRADITION | A BRIGHT FUTURE

REGULAR BOARD MEETING

Thursday, June 20, 2019

7:00 PM

Kay Danziger, President • Kathryn Kaminski, Vice President • Mandi Bronsell, Secretary
Joe Hubenak • Alex Hunt • Jon Welch • Joy Williams

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
JUNE 20, 2019
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
4. Introductions
5. Audience to patrons
6. Approval of minutes
 - A. May 14, 2019 - Special Meeting (Workshop) 7
 - B. May 16, 2019 - Regular Board Meeting 13
7. Board members reports
 - A. Meetings and events
8. Superintendent reports
 - A. Meetings and events
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- 12. Consider approval of electrical proposal for the Graphic Arts move 126
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11. CLOSED SESSION	
A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time_____)	
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.	366
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- d. 2019 - 2020 Contract Recommendations 390
- 2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
- 3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation
 - c. Discuss property tax settlement offer in Cause No. 04-DCV-134011; Fort Bend County, et al v. Lorine Alford, et al.

RECONVENE IN OPEN SESSION

Action on Closed Session Items

Future Agenda Items

Upcoming Meetings and Events

ADJOURNMENT: (Time _____)

If during the course of the meeting covered by this notice, the Board should determine that a closed session of the Board should be held or is required in relation to an item noticed in this meeting, then such closed session as authorized by Section 551.001 et seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour or place given in this notice or as soon after the commencement of the meeting covered by this notice as the Board may conveniently meet in such closed session concerning any and all subjects and for any and all purposes permitted by Section 551.071-551.084, inclusive, of the Open Meetings Act, including, but not limited to:

Section 551.084 - For the purpose of excluding witness or witnesses from a hearing during examination of another witness.

Section 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.

Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property.

Section 551.073 - For the purpose of considering a negotiated contract for a prospective gift or donation.

Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.

Section 551.082 - For the purpose of considering discipline of a public school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.

Section 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices.

Section 551.083 - For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.

Section 551.0821 – For the purpose of deliberating a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation.

Should any final action, final decision or final vote be required in the opinion of the Board with regard to any matter considered in such closed session, then such final action, final decision or final vote shall be at either:

- a. the open meeting covered by this notice upon the reconvening of this public meeting, or
- b. at a subsequent public meeting of the Board upon notice thereof, as the Board may determine.

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 13th day of June 2019 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.



Karen Vacek
Secretary to Superintendent

Special Meeting

Be It Remembered

The State of Texas §
County of Fort Bend §
Lamar Consolidated Independent School District §

Notice of Special Meeting Held

On this the 14th day of May 2019, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Mr. James Steenbergen, at 6:30 p.m.

Members Present:

James Steenbergen	President
Kay Danziger	Vice President
Kathryn Kaminski	Secretary
Mandi Bronsell	Member
Tyson Harrell	Member
Joe Hubenak	Member
Melisa Roberts	Member

Others Present:

Thomas Randle	Superintendent
Chris Juntti	Interim Deputy Superintendent of Support Services
Jill Ludwig	Chief Financial Officer
Mike Rockwood	Chief of Staff
Terri Mossige	Interim Chief Academic Officer
Kevin McKeever	Executive Director of Facilities & Planning

BUSINESS TRANSACTED

Business properly coming before the Board was transacted as follows: to witness—

Dr. Randle recognized the outgoing Board members. Mr. James Steenbergen, Dr. Tyson Harrell, and Ms. Melisa Roberts all served for 4 years. Each outgoing Board member was presented with a clock for their years of service on the Board of Trustees.

2. ACTION ITEMS

2. A GOAL: PLANNING

2. A-1 Canvass the School Trustee Election of May 4, 2019

It was moved by Ms. Bronsell and seconded by Ms. Danziger that the Board of Trustees approve the results of the May 4, 2019 school trustee election, as presented by election judges for Single-Member Districts #4, #5, and #7 and certified by Mr.

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John Oldham, Elections Administrator for Fort Bend County, and that the following be certified as canvassed and declare as being duly elected:

Joy Williams, Single-Member District #4
Jon Welch, Single-Member District #5
Alex Hunt, Single-Member District #7

The motion carried unanimously. (See inserted pages 2-A—2-CC.)

2. A-2 Issuance of Election Certificate to Newly Elected Trustees

Each newly elected trustee was issued an Election Certificate.

2. A-3 Completion of Statement of Elected Officer

The Statement of Elected Officer was signed by each of the newly elected board members.

2. A-4 Administer Oath of Office to Newly Elected Trustees

Karen Vacek, notary public, administered the Oath of Office to Joy Williams, Single-Member District #4, Jon Welch, Single-Member District #5, and Alex Hunt, Single-Member District #7.

RECESS

The Board recessed at 6:55 p.m.

Dr. Randle called the meeting to order at 7:10 p.m.

2. A-5 Elect Board Officers to Serve from May 2019 to May 2020

Board President

Ms. Kaminski nominated Kay Danziger as board president of the Lamar CISD Board of Trustees, with a second by Ms. Bronsell. There were no other nominations. In favor of Ms. Danziger were Ms. Bronsell, Ms. Kaminski, Ms. Danziger, Mr. Welch, Ms. Danziger, Mr. Hunt, and Ms. Williams; opposed was Mr. Hubenak. The motion passed, Ms. Danziger will serve as the board president from May 2019 to May 2020.

Board Vice President

Mr. Welch nominated Mandi Bronsell as board vice president of the Lamar CISD Board of Trustees. Ms. Bronsell nominated Kathryn Kaminski as board vice president of the Lamar CISD Board of Trustees. In favor of Ms. Bronsell were Mr. Welch and Ms. Williams. In favor of Ms. Kaminski were Ms. Bronsell, Mr. Hubenak, Ms. Kaminski, Ms. Danziger, and Mr. Hunt. Ms. Kaminski will serve as the board vice president from May 2019 to May 2020.

Board Secretary

Ms. Kaminski nominated Mandi Bronsell for board secretary of the Lamar CISD Board of Trustees with a second by Mr. Hubenak. There were no other nominations. Ms. Bronsell will serve as the board secretary from May 2019 to May 2020.

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2. A-6 Consider Authorization for Facsimile Signature(s) for District Financial Account(s)

It was moved by Ms. Kaminski and seconded by Mr. Hubenak that the Board of Trustees waive the current requirement of Board Policy CFF (Local) that requires two signatures on each check drawn against internal accounts, and allowed one signature of the incumbent Board Secretary for a designated temporary period. The motion carried unanimously.

3. INFORMATION / WORKSHOP

3. A Discussion of May 16th Regular Board meeting agenda items

The Board reviewed the May 16th Regular Board Meeting Agenda items.

9. ACTION ITEMS

9. A GOAL: INSTRUCTIONAL

9. A-3 Consider approval of an interlocal cooperation agreement with Equal Opportunity Schools

Mr. Hunt asked when the District first started working with them and does the data show the gap has closed since that time. Dr. Mossige said 2015, and yes there has been a 14% rise in participation.

Mr. Welch asked if they are still doing the same evaluations as they have the last four years. Dr. Randle said the program is with our kids in our schools and training with our staff. They crunch the numbers and that is a large amount of the cost, we do not have the capability to provide the information they provide for us. Dr. Mossige said the goal of the program is for the high schools to stand on their own with the data tools that are provided. Mr. Welch asked at what point will this company no longer be needed. Dr. Mossige said we will continue to evaluate that on a year by year basis. Mr. Welch said the district is committing for the next 10 years to provide data to the company even if the contract is voided and asked what the purpose was. Dr. Randle said we would not be doing this if we did not feel there was some value attached to this. He said kids have been under represented in the AP courses. The families talk about the value and their success. The company is crunching the information for us, they are not taking it to share with others.

Ms. Williams asked who implements the data. Dr. Mossige said it is the counselors. There are meetings of several people, and they are training a committee to continue to take the work forward.

Ms. Kaminski asked if they are following the students that are graduating. Dr. Mossige said they are. Dr. Randle said that it saves parents over 2.4m because when they make a 3 or above on the AP test, they receive college credit. Ms. Kaminski asked what is the National Student Clearinghouse. Dr. Mossige said it is another database that collects information on where our kids are going to college.

9. A-4 Consider approval of new course for the 2019-2020 school year

Ms. Bronsell asked if this is an additional new course. Dr. Randle said yes.

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9. B GOAL: PLANNING

9. B-2 Consider approval of budget amendment requests

Ms. Kaminski asked if the 50k is for the AP summer camp. Ms. Ludwig said they are moving the 50k from testing supplies to use for the AP summer camp. Ms. Kaminski asked if this could have been used to hire more counselors. Dr. Randle said no because these are one time expenditures, when you hire someone those are reoccurring expenses.

Mr. Welch asked about the 24k for food services. Ms. Ludwig said this is establishing a budget code that did not exist before, Child Nutrition has fund balance and we can make one time expenditures. This is for a vehicle.

9. B-4 Consider approval of contract with the Texas Health and Human Services Commission - Medicaid Administrative Claiming Services (MAC) program

Ms. Kaminski asked if this is a five-year contract. Ms. Ludwig said yes.

9. B-5 Consider ratification of donations to the district, including, but not limited to:

- a. Briscoe Junior High School
- b. Dickinson Elementary School
- c. Fulshear High School
- d. Huggins Elementary School

Ms. Williams asked why is the Dickinson PTO paying for the electrical infrastructure. Ms. Danziger said they raised the money for the electrical for the sign.

9. B-8 Consider approval of installation of Language Other Than English (LOTE) labs at Foster High, George Ranch High, and Terry High Schools

Mr. Welch asked for an explanation. Ms. Marchena said these are headphone pieces that come down from the ceiling and allow each student to have access to a language they are learning and this allows them to practice.

Ms. Kaminski asked if these are kids that do not speak English. Ms. Marchena said these are students that are learning a foreign language. She said they are looking at doing this at the junior high level as well.

9. B-15 Consider approval of resolution and interlocal agreement with the School Purchasing Alliance

Ms. Williams asked who is on the product selection committee. Ms. Ludwig said it is made up of members from all school districts. Mr. Antignolo said there are currently 42 participating districts. We do bring in products to sample at the high schools and get student feedback.

9. B-16 Consider approval for expansion of Community Eligibility Provision (CEP)

Mr. Welch asked if this is federal tax dollars or state money. Mr. Antignolo said it is federal dollars. Mr. Welch said his issue is it seems like this would be abused. Mr. Antignolo said principals have contacted him to be put on the CEP program, but they must be at the 40% level to even be considered. It is the schools that are in high need in the community.

Ms. Danziger asked how many current campuses are participating. Mr. Antignolo said 16.

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Ms. Kaminski asked what percentage of the cost is reimbursed for the food from the federal government. Mr. Antignolo said we get 1.4% of those students.

Mr. Hunt asked what is the percentages of these two schools that are directly certified. Mr. Antignolo said he thinks 45 and 43%. Mr. Hunt asked what the income needs to be at to qualify for free and reduced lunch. Mr. Antignolo said it is based on family size. He said it is difficult for a family of 3 or 4 to qualify. Mr. Hunt asked if you could be below the poverty line and still not qualify for free and reduced lunch. Mr. Antignolo said potentially yes.

Ms. Kaminski asked if the parents have to do paperwork. Mr. Antignolo said they have to do an income verification for the student accountability department.

9. C GOAL: TECHNOLOGY

9. C-1 Consider approval of network telephone hardware, telephones, licenses and installation and configuration services

Mr. Welch asked how many phones are in the district since 1,000 are failing. Mr. Jacobson said about 4,000.

3. AUDIENCE TO PATRONS

None

10. INFORMATION ITEMS

10. A GOAL: PLANNING

10. A-3 Bond Update a. 2014 b. 2017

Ms. Williams asked what the SmartTag systems is. Mr. Jones said it is a system that each student gets an id badge and will badge on and off the bus. The District and parents will be able to track the students. He said we are working with the providers now.

Mr. Hunt asked if it will be on every bus. Mr. Jones said yes. Mr. Hunt asked if it will be expensive for the student to replace the badge with the RF id. Mr. Jones thinks it is \$5, but the driver can manually load the student through the tablet.

10. A-5 School Resource Division Update

Mr. Hunt asked what DC odor is. Lt. Segura said that is disorderly conduct and that is a class C offense and it falls under odor because it is an obnoxious odor that is created by chemical means. This one was a fart spray.

Ms. Williams asked about having the report broken down by campus. Lt. Segura said yes, that is provided to the Chief of Staff.

Ms. Bronsell asked about the tobacco violation, is this where the kids were turning in kids. Lt. Segura said yes, most of the class C crimes are reported through the LCISD crime stoppers.

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Ms. Kaminski asked about kids wearing hoodies in the classroom. Lt. Segura said the administrators and teachers tell them to remove them when they are inside the building.

Mr. Hunt asked about the documentation category. Lt. Segura said these are reports that the concern may be at home or a mental health concern. They document it to be covered.

ADJOURNMENT TO CLOSED SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTIONS 551.071, 551.072, 551.074, and 551.082, THE OPEN MEETINGS ACT, FOR THE FOLLOWING PURPOSES:

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)
 - d. Consider renewals for late hires
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
3. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board did not convene in Closed Session.

ADJOURNMENT

The meeting adjourned at 7:56 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kay Danziger
President of the Board of Trustees

Mandi Bronsell
Secretary of the Board of Trustees

Regular Meeting

Be It Remembered

The State of Texas §
County of Fort Bend §
Lamar Consolidated Independent School District §

Notice of Regular Meeting Held

On this the 16th day of May 2019, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Ms. Kay Danziger, at 7:00 p.m.

Members Present:

Kay Danziger	President
Kathryn Kaminski	Vice President
Mandi Bronsell	Secretary
Alex Hunt	Member
Jon Welch	Member
Joy Williams	Member

Members Absent:

Joe Hubenak	Member
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Others Present:

Thomas Randle	Superintendent
Chris Juntti	Interim Deputy Superintendent of Support Services
Jill Ludwig	Chief Financial Officer
Mike Rockwood	Chief of Staff
Terri Mossige	Interim Chief Academic Officer
Kevin McKeever	Executive Director of Facilities & Planning
Rick Morris	Attorney

BUSINESS TRANSACTED

Business properly coming before the Board was transacted as follows: to witness—

2. OPENING OF MEETING

A moment of silence was observed and the pledge of allegiance was recited.

3. RECOGNITIONS/AWARDS

a. Valedictorians and Salutatorians

Lamar Consolidated High School: Steven Thein Tran, Valedictorian
Yixen He, Salutatorian

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Terry High School: Allison Hahn, Valedictorian
Alexandria Howard, Salutatorian

Foster High School: Haley Etzler, Valedictorian
Grace Byers, Salutatorian

George Ranch High School: Lauren Krouch, Valedictorian
Graciela Liang, Salutatorian

Fulshear High School: Rafal Bilewski, Valedictorian
Katherine Roberson, Salutatorian

b. MathCON Medalists

Ms. Adrian Olson presented the students who received medals:

The following student earned a bronze medal:
Austin Ramirez, Foster High School

The following students earned honorable mention medals:
Brooks Bryant, Leaman Junior High School
Christine Buchwalter, George Ranch High School
Promise Eke, George Ranch High School
George Koussa, Lamar Consolidated High School
Kunal Mody, George Ranch High School
Giovanni Munoz, Lamar Consolidated High School
Elizabeth Pham, Polly Ryon Middle School
Michael Pham, George Ranch High School
Stefan Pham, George Ranch High School
Alexander Torres, Fulshear High School

4. INTRODUCTIONS

Ms. Courtney De La Torre introduced new staff to the Board:
Bethany Cunningham, principal at Huggins Elementary School
Risa Crosby, principal at Long Elementary School
Keschia Jones, principal at Smith Elementary School

5. AUDIENCE TO PATRONS

None

6. APPROVAL OF MINUTES

A. APRIL 16, 2019 - SPECIAL MEETING (WORKSHOP)

It was moved by Ms. Kaminski and seconded by Mr. Welch that the Board of Trustees approve the minutes of the April 16, 2019 Special Meeting (Workshop). The motion carried unanimously.

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B. APRIL 18, 2019 - REGULAR BOARD MEETING

It was moved by Ms. Bronsell and seconded by Ms. Williams that the Board of Trustees approve the minutes of the April 18, 2019 Regular Board Meeting. The motion carried unanimously.

7. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Danziger attended the employee recognition banquet, YIP luncheon, adult parents luncheon, Volunteer luncheon, and Surf's Up.

8. SUPERINTENDENT REPORTS

a. Meetings and Events

b. Information for Immediate Attention

Dr. Randle reported that the District has enough minutes for our bad weather day and will not have to make that day up. Next month there will be a resolution before the board to allow those employees to be paid.

ACTION ITEMS FOR CONSENT OF APPROVAL: 9. A-1 – 9. A-2; 9. A-4 – 9. A-5; 9. B-1 – 9. B-7; 9. B-9 – 9. B-15; and 9. B-17 – 9. B-18.

It was moved by Ms. Kaminski and seconded by Ms. Williams that the Board of Trustees approve these action items as presented. The motion carried unanimously.

9. A GOAL: INSTRUCTIONAL

9. A-1 Approval of the 2019-2020 Memorandum of Understanding for the operation of Fort Bend County Alternative School, a Juvenile Justice Alternative Education Program

Approved the Memorandum of Understanding (MOU) between the Fort Bend County Juvenile Board, Lamar Consolidated Independent School District, Needville Independent School District, and Katy Independent School District to operate a Juvenile Justice Alternative Education Program (JJAEP) known as Fort Bend County Alternative School (FBCAS) in Rosenberg for the 2019-2020 school year. (See inserted pages 9-A – 9-K.)

9. A-2 Approval of the 2019-2020 agreement for Educational Services between Lamar Consolidated Independent School District and Fort Bend County Juvenile Detention Center

Approved the Memorandum of Understanding for Education Services at Fort Bend County Juvenile Detention Center (FBCJDC) for the 2019-2020 school year. (See inserted pages 9-L –9-R.)

9. A-4 Approval of new course for the 2019-2020 school year

Approved the Dual Credit Sociology course for the 2019-202 school year.

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9. A-5 Adoption of Judge Thomas Culver, III Elementary School mascot and school colors

Approved the Cheetah as the mascot and navy blue, turquoise, and red as the school colors for the Judge Thomas Culver, III Elementary School.

9. B GOAL: PLANNING

9. B-1 Discussion and approval of proposed dates for regular board meetings and workshops for the 2019-2020 school year

Approved the following regular board meeting and workshop schedule for the 2019–2020 school year.

June

18 Board Workshop
20 Regular Board Meeting

December

17 Board Workshop
19 Regular Board Meeting

July

NO MEETING

January

14 Board Workshop
16 Regular Board Meeting

August

1 Special Board Meeting
13 Board Workshop
15 Regular Board Meeting

February

18 Board Workshop
20 Regular Board Meeting

September

17 Regular Board Meeting

March

17 Board Workshop
19 Regular Board Meeting

October

15 Board Workshop
17 Regular Board Meeting

April

14 Board Workshop
16 Regular Board Meeting

November

19 Board Workshop
21 Regular Board Meeting

May

19 Board Workshop
21 Regular Board Meeting

The following conferences are scheduled for 2019-2020:

- TASB Summer Leadership Institute – June 13 - 15, 2019 – San Antonio
- TASA/TASB Convention – September 19 – 21, 2019 – Dallas
- TASB Winter Governance & Legal Seminar – February 27 – 29, 2020 – Galveston Island
- National School Boards Association Conference – April 4 - 6, 2020 – Chicago, IL

9. B-2 Approval of budget amendment requests

Approved the budget amendment requests. (See inserted pages 10-A- 10-B.)

9. B-3 Ratification of Financial and Investment Reports

Ratified the Financial and Investment Reports as presented.

9. B-4 Approval of contract with the Texas Health and Human Services Commission - Medicaid Administrative Claiming Services (MAC) program

Approved a contract between the Lamar CISD and the Texas Health and Human Services Commission (THHSC) for administration of the Medicaid Administrative Claiming (MAC) Program for outreach services, and allowed the Superintendent to execute the agreement. (See inserted pages 11-A – 11-G.)

9. B-5 Ratification of donations to the district, including, but not limited to:
a. Briscoe Junior High School
b. Dickinson Elementary School
c. Fulshear High School
d. Hubenak Elementary School
e. Huggins Elementary School

Ratified donations to the District with addendum.

9. B-6 Approval of materials testing services for the construction of Harry Wright Junior High and Dr. Thomas E. Randle High Schools

Approved Terracon, Inc. for materials testing services for the construction of Harry Wright Junior High and Dr. Thomas E. Randle High Schools in the total amount of \$376,970 and authorized the Board President to execute the agreement. (See inserted pages 11-H – 11-S.)

9. B-7 Approval of CenterPoint Energy Terms and Conditions and Facilities Extension Agreement for Tamarron Elementary School

Approved the CenterPoint Energy Terms and Conditions and Facilities Extension Agreement package for the installation of underground electric service at Tamarron Elementary School in the amount of \$3,500 and authorized the Board President to execute the agreement documents. (See inserted pages 11-T – 11-PP.)

9. B-9 Approval of resolution regarding de-annexation and annexation of land

Approved the attached resolution where the District proposed de-annexation from the ETJ of the City of Thompsons and annexation into the ETJ of the City of Rosenberg. (See inserted pages 11-QQ – 11-NNN.)

9. B-10 Approval of Texas Accessibility Standards Review and Inspection for the Development Center renovations project

Approved Winning Way Services for Texas Accessibility Standards (TAS) Review and Inspection for the Development Center renovations project in the amount of \$1,450 and authorized the Board President to execute the agreement. (See inserted pages 11-OOO – 11-RRR.)

9. B-11 Approval of professional topographic surveying for transportation fuel tank and fuel island

Approved Charlie Kalkomey Surveying, Inc., A Jones & Carter Company for professional topographic surveying transportation fuel tank and fuel island in the amount of \$4,200 and authorized the Board President to execute the agreement. (See inserted pages 11-SSS – 11-VVV.)

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9. B-12 Approval of geotechnical study for transportation underground fuel tank storage

Approved Terracon for the geotechnical study for transportation underground fuel tank storage in the amount of \$3,700 and authorized the Board President to execute the agreement. (See inserted pages 12-A – 12-J.)

9. B-13 Approval of moving services for Culver Elementary School

Approved Roadrunner Moving & Storage for providing moving services for Culver Elementary School in the amount of \$808. (See inserted pages 12-K – 12-L.)

9. B-14 Approval of moving services for Roberts Middle School

Approved Roadrunner Moving & Storage for providing moving services for Robert Middle School in the amount of \$928. (See inserted pages 12-M – 12-N.)

9. B-15 Approval of resolution and interlocal agreement with the School Purchasing Alliance

Approved a resolution and the related interlocal agreement with the School Purchasing Alliance. (See inserted pages 12-O – 12-FF.)

9. B-17 Approval of purchase agreement for TASB Energy Cooperative Member Purchasers Fixed-Rate Transportation Fuel Program

Approved the purchase agreement for TASB Energy Cooperative Member Purchasers Fixed-Rate Transportation Fuel Program and authorized the Superintendent to negotiate and execute the purchase agreement.

9. B-18 Approval of amendment No. 5 to the interlocal cooperation contract with the Texas General Land Office

Approved amendment No. 5 to the interlocal cooperative contract with the Texas General Land Office (GLO) for the purchase of natural gas and authorized the Board President to execute the agreement. (See inserted pages 12-GG – 12-NN.)

9. A GOAL: INSTRUCTIONAL

9. A-3 Consider approval of an interlocal cooperation agreement with Equal Opportunity Schools

It was moved by Ms. Kaminski and seconded by Ms. Bronsell that the Board of Trustees approve the Interlocal Cooperation Agreement with Equal Opportunity Schools (EOS) in the amount of \$122,000 and authorized the Superintendent to execute the agreement.

Mr. Welch said he has a hard time supporting this because the program has been in place since 2015 and he doesn't understand what the district has not learned in these last years that the professionals in our district are not able to take and run with. Also, he does not agree with giving personal data until 2029.

Dr. Mossige said that data will not be shared unless we give our consent and it is for district and school purposes. This is all stored in a very confidential method and nothing is released to third parties. She said we continue to look at the longitudinal

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data, it enables us to compare students in that 10-year period to the programs we have and where we are trying to grow, and what tweaks need to be made.

After much discussion, it was agreed to table this item.

9. B GOAL: PLANNING

9. B-8 Consider approval of installation of Language Other Than English (LOTE) labs at Foster High, Lamar Consolidated High, and Terry High Schools

It was moved by Ms. Bronsell and seconded by Mr. Hunt that the Board of Trustees approve Stevens Learning Systems for installation of Language Other Than English (LOTE) labs at Foster High School in the amount of \$49,516, Lamar Consolidated High School in the amount of \$49,516, and Terry High School in the amount of \$49,516 and authorized the Board President to execute the proposal.

Mr. Welch said he just does not understand the system. Ms. Marchena described the system and the way it worked.

The motion carried unanimously. (See inserted pages 13-A – 13-C.)

9. B-16 Consider approval for expansion of Community Eligibility Provision (CEP)

It was moved by Ms. Kaminski and seconded by Mr. Hunt that the Board of Trustees approve increasing the number of campuses participating in Community Eligibility Provision (CEP) to include two (2) additional designated campuses: Arredondo and Velasquez Elementary Schools, pending official verification/approval by the Texas Department of Agriculture.

Mr. Welch said he does not fully understand the program. He thinks a family filling out an application brings accountability and he does not want abuse on these kinds of areas. Mr. Antignolo said the accountability issue is more of a challenge when they complete an application. The District is required to verify only 3% of the applications, and last year they verified 33 randomly selected applications. The State of Texas has identified that these two new campuses now qualify, but we don't have to add the campuses. It helps the families and the community.

Mr. Hunt said he has personal experience with students he has represented, there is a stigma felt by many students who receive free and reduced meals. Programs like this help tear down that stigma because they are not different anymore. He said he understands the need for accountability and wants to save the taxpayers money, but these are kids and we want to make sure their well-being is not impacted. Mr. Welch said he's not talking about kids going hungry, we are talking about who is paying for the food. Ms. Danziger said there are times that parents will not complete the forms and those children who would qualify are bringing something that might not be nutritious or they are asking others for food. Mr. Hunt said there are kids he has represented that did not eat all day because they did not want to be identified. He doesn't want to hold the students accountable for something the parents will not do.

Voting in favor of the motion: Ms. Kaminski, Ms. Danziger, Ms. Bronsell, Mr. Hunt, and Ms. Williams

Voting in opposition: Mr. Welch

The motion carried.

9. C GOAL: TECHNOLOGY

9.C-1 Consider approval of network telephone hardware, telephones, licenses and installation and configuration services

This item was pulled from the agenda.

10. INFORMATION ITEMS

10. A GOAL: PLANNING

10. A-1 Tax Collection Report

10. A-2 Payments for Construction Projects

10. A-3 Bond Update
a. 2014
b. 2017

10. A-4 Projects funded by 2011 available bond funds

10. A-5 School Resource Division Update

ADJOURNMENT TO CLOSED SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTIONS 551.071, 551.072, 551.074, and 551.082, THE OPEN MEETINGS ACT, FOR THE FOLLOWING PURPOSES:

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)
 - d. Consider renewals for late hires
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
3. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board adjourned to Closed Session at 8:08 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 8:54 p.m.

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11. A-1(d) Consider renewals for late hires

It was moved by Ms. Bronsell and seconded by Ms. Kaminski that the Board of Trustees approve renewal of contracts for administrators who are late hires. The motion carried unanimously. (See inserted pages 15-A – 15-B.)

FUTURE AGENDA ITEMS

None

UPCOMING MEETINGS AND EVENTS

Huggins 40th Anniversary on May 21st
Hubenak 10th Anniversary on May 22nd
Extreme Games Event
Graduations on May 30, 31 and June 1

ADJOURNMENT

The meeting adjourned at 8:56 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kay Danziger
President of the Board of Trustees

Mandi Bronsell
Secretary of the Board of Trustees

**CONSIDER APPROVAL OF INTERAGENCY PROGRAM AGREEMENT BETWEEN
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE
BEHAVIOR TREATMENT AND TRAINING CENTER (BTTC), TEXANA CENTER**

RECOMMENDATION:

That the Board of Trustees approve the Interagency Program Agreement between Lamar Consolidated Independent School District and the Behavior Treatment and Training Center (BTTC), Texana Center for the 2019-2020 school year.

IMPACT/RATIONALE:

Lamar CISD is required to educate all school age children who reside within district boundaries, regardless of where the parent or guardian resides, and Lamar CISD has been educating residents residing at BTTC since the facility opened. In the spring of 2001, the program and fiscal responsibility for the BTTC shifted from the Richmond State School to Texana, Mental Health and Retardation Authority. Education is being provided through the LCISD Community Center staff. State foundation special education contact hours and federal special education funds support the services provided at the BTTC.

PROGRAM DESCRIPTION:

The Agreement with Texana Center governs the responsibilities of both BTTC and Lamar CISD staff. The current agreement is being recommended to govern responsibilities for the 2019-2020 school year and provides a system for LCISD/BTTC teachers to assist other district teachers in the areas of autism and use of behavioral analysis in instruction. Severely retarded and behaviorally disturbed children, usually 10-12 in number, reside at BTTC with an average length of stay between 3 and 6 months. Due to the severity of needs demonstrated by the students, services are provided to these students at the BTTC.

Submitted by: Theresa Mossige, Chief Academic Officer
Tiffany Mathis, Director of Special Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

**INTERAGENCY PROGRAM AGREEMENT BETWEEN
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND
THE BEHAVIOR TREATMENT AND TRAINING CENTER (BTTC),
TEXANA CENTER**

THIS AGREEMENT is made at the request of the Lamar Consolidated Independent School District through its Board of Trustees hereinafter referred to as the "District", and The Behavior Treatment and Training Center (BTTC), Texana Center, hereinafter referred to as "BTTC/Texana".

WHEREAS, the District and BTTC/Texana recognizes the desirability of providing education and treatment programs in the least restrictive environment to school age youth residing at BTTC/Texana; and

WHEREAS, the District and the BTTC/Texana mutually recognize that the Memorandum of Agreement between the Texas Department of Mental Health and Mental Retardation and the Texas Education agency dated October 9, 1985 designates the District, at the present time, the appropriate source to supply education to these students;

NOW, THEREFORE, for and in consideration of these premises and in future consideration of the matters hereinafter set forth, the District and BTTC/Texana to hereby stipulate and agree as follows:

I.

ELIGIBILITY

To be eligible for special education services under this agreement, a student must be identified as disabled according to the criteria developed by the Texas Education Agency and meet other state requirements for attendance and service provisions. Each eligible student must be enrolled in the District and must have an Individual Education Plan (IEP) designated by the Admission Review and Dismissal/Individual Education Plan (ARD/IEP) committee before educational services are provided.

II.

RESPONSIBILITIES OF THE BTTC/TEXANA

BTTC/Texana agrees to:

- A. Make available to the District all referral and assessment information: current medical diagnosis and conditions, including immunizations and potential carrier status for any communicable disease; proof of birth; and copies of each student's current Individual Program Plan (IPP). Access to client records (POR) will be provided for information necessary to facilitate District instructional services.

The Individual Program Plan (IPP) is generally defined to include the following services based on need:

1. Dental services
2. Training and habilitation services

3. Food and nutrition services
 4. Medical services
 5. Nursing services
 6. Pharmacy services
 7. Physical and occupational services
 8. Psychological services
 9. Recreation services
 10. Social services
- B. Designate staff member(s) to serve as liaisons for the following activities:
1. Attend the ARD/IEP Committee meetings.
 2. Resolve issues that arise in the area of student need.
 3. Resolve issues that arise in the areas of general BTTC/Texana and District services.
 4. BTTC/Texana Management and District Management shall discuss new District staff members regarding assignment to BTTC/Texana.
- C. Provide care, active treatment, and other customary services, as deemed appropriate by the BTTC/Texana's Interdisciplinary Team and each student's Individual Program Plan (IPP), to support a student's entry and ongoing participation in an educational program by the District.
- D. Provide and maintain appropriate instructional space for students the ARD determines need to be instructed at the Behavior Treatment and Training Center, including access to students as appropriate on scheduled class days.
1. Provide classroom space and furniture for instruction by District staff at the BTTC, at no cost to the District for the duration of the instructional schedule designated in the student's IEP.
 2. When instructional space must be shared by BTTC/Texana and District personnel, provide locked cabinets for the storage of District instructional materials and equipment.
 3. Provide needed housekeeping/janitorial services in District class space at the BTTC/Texana at the end of each instructional day and on an emergency basis.
 4. Deliver any needed linen to instructional settings at BTTC/Texana.
- E. Coordinate services in the BTTC/Texana's Individual Program Plan (IPP) of active treatment with services provided in accordance with the Individual Education Plan (IEP).
- F. Communicate necessary information regarding client care and treatment daily or as needed to District staff.
- G. Provide transportation of students to and from the classroom and the student's living quarters.
- H. Continue to provide services needed for care, treatment, and habilitation as determined by the IPP and which has been provided prior to the provision of education services by the District.
- I. Provide nursing services for those students that the ARD determines need instruction at

the BTTC/Texana campus. For students that the ARD determines need instruction off campus in District classes, provide the following services:

1. Follow the health policy of the District and BTTC/Texana when illness or infectious/communicable diseases occur.
 2. Provide prescribed medication with physician's orders and recommendations for any special nursing services the student may need to appropriate District nurse.
- J. Provide meals during the instructional day for those students the ARD determines need to be served by the District at BTTC/Texana.
- K. Collaborate with the District in the Teacher Training Partnership to increase teacher skills in serving students with severe behavior disabilities.
- L. Adhere to the District student attendance policies and make every effort to avoid elective absences during school hours/days. Any situation that precludes educational services as scheduled will be resolved by the BTTC Manager and the designee of the Director of Special Programs at the District.
- M. Follow all federal and state requirements governing the development and implementation of the IPP, Texana policy, and mutually agreed upon guideline for the implementation of this Agreement.

III.

RESPONSIBILITIES OF THE DISTRICT

- A. Make available to BTTC/Texana, educational assessments and updates, provide access to student records for information necessary to facilitate BTTC/Texana's care, treatment and habilitation; and provide copies of the current/revised IEP. Utilize, to the maximum extent possible, referral and assessment information from BTTC/Texana's records in order to avoid unnecessary duplication of services.
- B. Designate staff member(s) to serve as liaisons for the following activities:
1. Attend the IPP interdisciplinary team meetings as needed.
 2. Resolve issues that arise in areas of student needs.
 3. Resolve issues that arise in areas of District and BTTC/Texana services.
 4. BTTC/Texana Management and District Management shall discuss new District staff members regarding assignment to BTTC/Texana.
- C. Provide and/or make available instructional services, including needed speech and language therapy, to BTTC/Texana residents as determined by the ARD/IEP Committee in accordance with State Board of Education Rules for Special Education and federal regulations. Provide instructional staff assigned to the BTTC/Texana students with Crisis Prevention Institute training, which includes methods and strategies for appropriate intervention with aggressive students. To the extent possible minimize disruptions in assignment of instructional staff in order to provide a therapeutic environment for autistic children with problem behaviors.
- D. Make available a six-hour instructional day in the least restrictive environment with any

variation determined by the ARD/IEP Committee. Utilize a variety of instructional settings to meet student needs including District classes off the BTTC/Texana campus, classes on BTTC/Texana campus. Resolve conflicts between ARD/IEP and IDT Committee decisions through a joint committee meeting.

- E. Coordinate services of the District's Individual Education Plan (IEP) of active treatment.
- F. Communicate necessary information regarding student education daily or as needed to Texana staff.
- G. Provide the related services that the ARD deems necessary for the provision of appropriate instructional services. Services include but are not limited to direct and/or consultative services in the areas listed below:
 - 1. Speech and Language therapy
 - 2. Occupational therapy
 - 3. Physical therapy
 - 4. Adaptive equipment
 - 5. Psychological services
 - 6. Diagnostic services
 - 7. Orientation and Mobility training
 - 8. Special transportation for District students as appropriate
 - 9. Counseling
- H. Collaborate with BTTC/Texana in the Teacher Training Partnership to increase teacher skills in serving students with severe behavioral disabilities.
- I. Inform BTTC/Texana regarding District attendance policies. Minimize removal from instruction, enacting emergency removal only for health and safety reasons.
- J. Follow all federal and state requirements governing the development and implementation of the IEP, District policy, and mutually agreed upon guidelines for the implementation of this agreement.

IV.

CONSULTATION BETWEEN PARTIES

It is understood that after the execution of the agreement, representatives of the District and representatives of BTTC/Texana will meet to formulate guidelines in furtherance of the agreement. These mutually agreed upon guidelines will specify the procedures to be used to fully implement this Agreement.

V.

LIMITATIONS

It is understood that the educational program, which is the subject of this agreement, will be offered in accordance with each student's IEP and the District's school calendar designating holidays. Both

parties concur that the District agrees to provide education services only under the terms in this agreement. The District assumes no responsibility for students upon dismissal from residence at BTTC/Texana unless the student is or becomes a resident of the District. The terms of this Agreement constitute the total agreement between the District and BTTC/Texana.

VI.

TERM

This Agreement shall be effective beginning August 2019, upon execution by both parties, and shall continue in full force and effect through July 2020. If the agreement made in this Agreement is to be continued beyond July 2020, a new Agreement will be executed.

VII.

PROVISION FOR OTHER AGREEMENTS

It is recognized that either party may enter into other agreements and affiliations so long as these are not inconsistent with the terms and provisions of this Agreement.

VIII.

AMENDMENTS

This Agreement may be amended only by written instrument duly executed by both parties and attached to this Agreement.

IX.

BINDING ON SUCCESSORS

This Agreement shall bind and benefit the respective parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either party without first obtaining the written consent of the other party.

X.

LEGALITY

This Agreement shall be subject to all present and future valid laws, orders, rules, and regulations of The United States of America, The State of Texas, and other regulatory bodies thereof having jurisdiction.

XI.

CONFIDENTIALITY

The District and BTTC/Texana offer mutual assurance that all matters relative to the sharing of information will be treated in a confidential manner in accordance with all applicable State and

Federal rules and regulations, including but not limited to the Texas Open Records Act and the Family Educational Rights and Privacy Act of 1974.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties hereto as follows, to-wit:

- a) It has on the ____ day of _____, 20__, been executed by a representative of Texana Center duly acting upon the approval of its governing body: and
- b) It has on the ____ day of _____, 20__, been executed by a representative of Lamar Consolidated Independent School District duly acting upon the approval of the Board of Trustees of the Lamar Consolidated Independent School District.

ATTEST:

Texana Center

Lamar Consolidated Independent School District

George Patterson, CEO

Dr. Thomas Randle, Superintendent

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigning authority, on this the ____ day of _____, 20 __, personally appeared _____, the CEO of Texana Center, who after being duly sworn, on his oath deposed and stated that he signed the foregoing document for the consideration and purposes stated therein.

Notary Public in and for _____, Texas

My commission Expires:

THE STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, the undersigning authority, on this the ____ day of _____, 20 __, personally appeared _____, the Superintendent of the Lamar Consolidated Independent School District, who after being duly sworn, on his oath deposed and stated that he signed the foregoing document for the consideration and purposes stated therein.

Notary Public in and for Fort Bend County, Texas

My commission Expires:

**CONSIDER APPROVAL OF INTERAGENCY PROGRAM AGREEMENT BETWEEN
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
AND RICHMOND STATE SUPPORTED LIVING CENTER (RSSLC)**

RECOMMENDATION:

That the Board of Trustees approve the Interagency Program Agreement between Lamar Consolidated Independent School District and Richmond State Supported Living Center (RSSLC) for the 2019-2020 school year, and authorize the Superintendent to execute the agreement.

IMPACT/RATIONALE:

Lamar CISD is required to educate all school age children who reside within district boundaries, regardless of where the parent or guardian resides. Though the numbers of school age residents at RSSLC has declined since 1987, some children continue to be placed at RSSLC each school year. Current revenue to educate these students includes special education contact hours and special education capacity building federal funds.

PROGRAM DESCRIPTION:

Since the 1987-88 school year, Lamar CISD has assumed full responsibility for education of school-aged residents at RSSLC. This has been required as a result of a court order issued by Judge Barefoot Sanders. Cooperative programming by RSSLC and Lamar CISD has proved to be very beneficial for the students and there is a positive working relationship between RSSLC and Lamar CISD staff members.

Submitted by: Theresa Mossige, Chief Academic Officer
 Tiffany Mathis, Director of Special Programs

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**INTERAGENCY PROGRAM AGREEMENT BETWEEN
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND
RICHMOND STATE SUPPORTED LIVING CENTER**

THIS AGREEMENT is made at the request of the Lamar Consolidated Independent School District through its Board of Trustees hereinafter referred to as the "District", and Richmond State Supported Living Center, hereinafter referred to as "State Supported Living Center".

WHEREAS, the District and State Supported Living Center recognizes the desirability of providing education and treatment programs in the least restrictive environment to school age youth residing at State Supported Living Center; and

WHEREAS, the District and the State Supported Living Center mutually recognize that the Memorandum of Agreement between the Texas Department of Mental Health and Mental Retardation and the Texas Education Agency dated October 9, 1985 designates the District, at the present time, the appropriate source to supply education to these students;

NOW, THEREFORE, for and in consideration of these premises and in future consideration of the matters hereinafter set forth, the District and State Supported Living Center to hereby stipulate and agree as follows:

I.

ELIGIBILITY

To be eligible for special education services under this agreement, a student must be identified as disabled according to the criteria developed by the Texas Education Agency and meet other state requirements for attendance and service provisions. Each eligible student must be enrolled in the District and must have an Individual Education Plan (IEP) designated by the Admission Review and Dismissal/Individual Education Plan (ARD/IEP) committee before educational services are provided.

II.

RESPONSIBILITIES OF THE STATE SUPPORTED LIVING CENTER

State Supported Living Center agrees to:

- A. Make available to the District all referral and assessment information: current medical diagnosis and conditions, including immunizations and potential carrier status for any communicable disease; proof of birth; and copies of each student's current Individual Program Plan (IPP). Access to client records (POR) will be provided for information necessary to facilitate District instructional services.

The Individual Program Plan (IPP) is generally defined to include the following services based on need:

1. Dental services
2. Training and habilitation services

3. Food and nutrition services
 4. Medical services
 5. Nursing services
 6. Pharmacy services
 7. Physical and occupational services
 8. Psychological services
 9. Recreation services
 10. Social services
 11. Speech pathology and audiological services
 12. Prior educational services
- B. Designate staff member(s) to serve as liaisons for the following activities:
1. Attend the ARD/IEP Committee meetings.
 2. Resolve issues that arise in the area of student need.
 3. Resolve issues that arise in the areas of general State Supported Living Center and District services.
- C. Provide care, active treatment, and other customary services, as deemed appropriate by the State Supported Living Center's Interdisciplinary Team and each student's Individual Program Plan (IPP), to support a student's entry and ongoing participation in an educational program by the District.
- D. Provide and maintain appropriate instructional space for students if the ARD determines a need for them to be instructed on the State Supported Living Center campus, including access to students as appropriate on scheduled class days.
1. Provide classroom space and furniture for instruction of dorm bound or campus class students, at no cost to the District for the duration of the instructional schedule designated in the student's IEP.
 2. When instructional space must be shared by State Supported Living Center and District personnel, provide locked cabinets for the storage of District instructional materials and equipment.
 3. Provide needed housekeeping/janitorial services in District class space at dorms at the end of each instructional day and on an emergency basis.
 4. Deliver any needed linen to instructional settings at State Supported Living Center.
- E. Coordinate services in the State Supported Living Center's Individual Program Plan (IPP) of active treatment with services provided in accordance with the Individual Education Plan (IEP).
- F. Communicate necessary information regarding client care and treatment daily or as needed to District staff.
- G. Provide transportation of students to and from the classroom and the student's living quarters to on-campus classes.
- H. Continue to provide services needed for care, treatment, and habilitation as determined by the IPP and which has been provided prior to the provision of education services by

the District.

- I. Provide nursing services for those students that the ARD determines need instruction at the State Supported Living Center campus. For students that the ARD determines need instruction off campus in District classes, provide the following services:
 - 1. Follow the health policy of the District and State Supported Living Center when illness or infectious/communicable diseases occur.
 - 2. Provide prescribed medication with physician's orders and recommendations for any special nursing services the student may need to appropriate District nurse.
 - 3. Provide timely transportation from District campus classes back to the State Supported Living Center campus when the student is ill or in need of immediate medical care by State Supported Living Center.
- J. Provide meals during the instructional day for those students the ARD determines need to be served on campus in District classes.
- K. Adhere to the District student attendance policies and make every effort to avoid elective absences during school hours/days. Any situation that precludes educational services as scheduled will be resolved by the Director of Education and Training at the State Supported Living Center and the campus designee of the Director of Special Education at the District.
- L. Follow all federal and state requirements governing the development and implementation of the IPP, State Supported Living Center policy, and mutually agreed upon guidelines for the implementation of this Agreement.

III.

RESPONSIBILITIES OF THE DISTRICT

- A. Make available to the State Supported Living Center, educational assessments and updates, provide access to student records for information necessary to facilitate State Supported Living Center care, treatment and habilitation; and provide copies of the current/revised IEP. Utilize, to the maximum extent possible, referral and assessment information from State Supported Living Center's records in order to avoid unnecessary duplication of services.
- B. Designate staff member(s) to serve as liaisons for the following activities:
 - 1. Attend the IPP interdisciplinary team meetings.
 - 2. Resolve issues that arise in areas of student needs.
 - 3. Resolve issues that arise in areas of District and State Supported Living Center services.
- C. Provide and/or make available instructional services, including needed speech and language therapy, to the State Supported Living Center residents ages 3 through 21 as determined by the ARD/IEP Committee in accordance with State Board of Education Rules for Special Education and federal regulations.

- D. Make available a six-hour instructional day in the least restrictive environment with any variation determined by the ARD/IEP Committee. Utilize a variety of instructional settings to meet student needs including District classes off the State Supported Living Center campus, Center Based classes on State Supported Living Center campus, Dorm based classes on the student's dorm, and bedside instruction in the infirmary. Resolve conflicts between ARD/IEP and IDT Committee decisions through a joint committee meeting.
- E. Coordinate services of the District's Individual Education Plan (IEP) of active treatment.
- F. Communicate necessary information regarding student education daily or as needed to State Supported Living Center staff.
- G. Provide transportation for students to and from the State Supported Living Center for District classes and community based training.
- H. Provide related services that the ARD deems necessary for the provision of appropriate instructional services. Services include but are not limited to direct and/or consultative services in the areas listed below:
 - 1. Speech and Language therapy
 - 2. Occupational therapy
 - 3. Physical therapy
 - 4. Adaptive equipment
 - 5. Psychological services
 - 6. Diagnostic services
 - 7. Orientation and Mobility training
 - 8. Special transportation
 - 9. Counseling
 - 10. School Health Services
- I. Provide nursing services for those students that the ARD determines need instruction off campus in District classes including the following:
 - 1. Follow the health policy of the District and the State Supported Living Center when illness or infectious/communicable diseases occur.
 - 2. Administer prescribed medication according to physicians' orders on file and follow any special nursing procedures the student may require.
 - 3. Complete and forward injury reports to the State Supported Living Center.
 - 4. Determine when a student is ill or in need of immediate medical care by State Supported Living Center staff and notify the dorm nurse.
- J. Provide meals during the day for students instructed off campus in District classes in accordance with special dietary needs and physician's orders. For students attending on-campus classes, provide feeding and/or supervision and dietary information when appropriate.
- K. Inform State Supported Living Center regarding District attendance policies. Minimize removal from instruction, enacting emergency removal only for health and safety reasons.
- L. Follow all federal and state requirements governing the development and implementation of

the IEP, District policy, and mutually agreed upon guidelines for the implementation of this agreement.

IV.

CONSULTATION BETWEEN PARTIES

It is understood that after the execution of the agreement, representatives of the District and representatives of State Supported Living Center will meet to formulate guidelines in furtherance of the agreement. These mutually agreed upon guidelines will specify the procedures to be used to fully implement this Agreement.

V.

LIMITATIONS

It is understood that the educational program, which is the subject of this agreement, will be offered in accordance with each student's IEP and the District's school calendar designating holidays. Both parties concur that the District agrees to provide education services only under the terms in this agreement. The District assumes no responsibility for students upon dismissal from residence at State Supported Living Center unless the student is or becomes a resident of the District. The terms of this Agreement constitute the total agreement between the District and State Supported Living Center.

VI.

TERM

This Agreement shall be effective beginning August 2019, upon execution by both parties, and shall continue in full force and effect through July 2020. If the agreement made in this Agreement is to be continued beyond July 2020, a new Agreement will be executed.

VII.

PROVISION FOR OTHER AGREEMENTS

It is recognized that either party may enter into other agreements and affiliations so long as these are not inconsistent with the terms and provisions of this Agreement.

VIII.

AMENDMENTS

This Agreement may be amended only by written instrument duly executed by both parties and attached to this Agreement.

IX.

BINDING ON SUCCESSORS

This Agreement shall bind and benefit the respective parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either party without first obtaining the written consent of the other party.

X.

LEGALITY

This Agreement shall be subject to all present and future valid laws, orders, rules, and regulations of The United States of America, The State of Texas, and other regulatory bodies thereof having jurisdiction.

XI.

CONFIDENTIALITY

The District and State Supported Living Center offer mutual assurance that all matters relative to the sharing of information will be treated in a confidential manner in accordance with all applicable State and

Federal rules and regulations, including but not limited to the Texas Open Records Act and the Family Educational Rights and Privacy Act of 1974.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties hereto as follows, to-wit:

- a) It has on the ___ day of _____, 20___, been executed by a representative of Richmond State Supported Living Center duly acting upon the approval of its governing body: and
- b) It has on the ___ day of _____, 20___, been executed by a representative of Lamar Consolidated Independent School District duly acting upon the approval of the Board of Trustees of the Lamar Consolidated Independent School District.

ATTEST:

Richmond State Supported Living Center

Lamar Consolidated Independent School District

RSSLC Representative

Dr. Thomas Randle, Superintendent

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigning authority, on this the ____ day of _____, 20 __, personally appeared _____, the Superintendent of the Richmond State Supported Living Center, who after being duly sworn, on his oath deposed and stated that he signed the foregoing document for the consideration and purposes stated therein.

Notary Public in and for _____, Texas

My commission Expires:

THE STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, the undersigning authority, on this the ____ day of _____, 20 __, personally appeared _____, the Superintendent of the Lamar Consolidated Independent School District, who after being duly sworn, on his oath deposed and stated that he signed the foregoing document for the consideration and purposes stated therein.

Notary Public in and for Fort Bend County, Texas

My commission Expires:

**CONSIDER APPROVAL OF AN INTERLOCAL COOPERATION AGREEMENT
WITH EQUAL OPPORTUNITY SCHOOLS**

RECOMMENDATION:

That the Board of Trustees approve the Interlocal Cooperation Agreement with Equal Opportunity Schools (EOS) in the amount of \$122,000 and authorize the Superintendent to execute the Agreement.

IMPACT/RATIONALE:

The cooperation agreement between EOS and Lamar CISD will provide technological tools and data-based consultation services for the problem of students being under-matched with the challenging coursework that will prepare them for college. Research with the College Board, the International Baccalaureate Organization, the U.S. Department of Education, and the Education Trust, reveals that while African-American, Latino, and low-income students are about as likely as their white or upper-income peers to attend schools that offer Advanced Placement (AP) courses, a significant number of those who could handle the rigor miss out on such courses every year. Lamar CISD is committed to ensuring that all students who are academically able are encouraged and have equal opportunity to participate in AP classes. The current programs at Lamar Consolidated, Terry, Foster, George Ranch, and Fulshear High Schools have yielded a high level of success and significantly increased the enrollment in Advanced Placement classes for the 2019 - 2020 academic year by underrepresented populations.

PROGRAM DESCRIPTION:

Equal Opportunity Schools will evaluate the size, shape and causes of advanced course enrollment gaps at partner schools, as well as the schools' strengths and their most effective options for closing those gaps. EOS will provide tools and guidance that the Superintendent and Principals can use to build stakeholder support for the ambitious goal of finding every missing student within the current academic year. They will identify missing students and provide recruitment support using an innovative data and analytics system. EOS works with Lamar CISD leadership to incorporate strategies that sustain the gap closure by collaboratively building an Achievement Plan using tested pedagogical and support strategies.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL COOPERATION AGREEMENT FOR
EDUCATIONAL SERVICES**

This Interlocal Agreement (hereinafter referred to as "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between EQUAL OPPORTUNITY SCHOOLS (hereinafter referred to as "EOS") and acting through its governing body, and LAMAR CISD (hereinafter referred to as "the District"), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, LAMAR CISD has the authority to authorize EOS to provide educational services for the District, and EOS has the authority to so act; and,

WHEREAS, EOS has approved this Agreement; and,

WHEREAS, the District and EOS believe it is in the best interests of the students of the District to enter into this Agreement; and,

NOW THEREFORE, EOS and the District for the mutual consideration hereinafter stated, agree as follows:

**ARTICLE I
PURPOSE**

- 1.1 The purpose of this Agreement is to build on the District’s progress and experience and EOS’s expertise in establishing equity in AP/IB. Both entities’ objective is to ensure that all students have the opportunity to succeed in challenging high school courses, because the academic intensity of the high school curriculum is the biggest driver of college completion.
- 1.2 EOS and the District (collectively, “Collaborators”) jointly commit to these three objectives:
 1. Fully close race and income participation gaps in AP/IB, as measured by equally high AP/IB participation rates for Latino, African-American, and low-income students as compared to their peers.
 2. Raise AP/IB performance, as measured by AP/IB exam passing,
 3. Develop systems and structures for the district to sustain and improve upon these results in future years, catalyzing a higher sense of what’s possible for Missing Students, and enabling further increases in college readiness and closure of opportunity and achievement gaps.

ARTICLE II
TERM

- 2.1 This Agreement shall be effective on the date the last party executes this Agreement and shall terminate on August 31, 2019, with the exception of the subsequent activities through December 1, 2029 as outlined in the Memorandum of Understanding (“MOU”) executed on June 21, 2018 and incorporated in this Agreement by reference as Exhibit 1.
- 2.2 Either party may terminate this Agreement upon 30 days written notice to the other party, delivered as required by Article VIII. Termination will be allowed for cause or breach of the Obligations in Articles III and IV and/or the Administrative Provisions of Article V. The District will only be liable for payment for Services received prior to the effective date of such termination.
- 2.3 Notwithstanding any contrary provision of this Agreement, each payment obligation of the District created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of Services. If such funds are not allocated and available, this Agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify EOS at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit the District to terminate this Agreement in order to purchase similar services from another party.

ARTICLE III
OBLIGATIONS OF EOS

- 3.1 For the purposes and consideration herein stated and contemplated, EOS shall perform services for the District and carry out the responsibilities outlined in the MOU attached, pages 3 through 6.

ARTICLE IV
OBLIGATIONS OF THE DISTRICT

- 4.1 The District agrees to carry out the responsibilities as outlined in the MOU attached, pages 3 through 6.

4.2 For services rendered pursuant to this Agreement, the District agrees to pay EOS the following amounts:

Comprehensive Strategic Support

Foster High School	\$24,400.00
George Ranch High School	\$24,400.00
Lamar Consolidated High School	\$24,400.00
BF Terry High School	\$24,400.00
Fulshear High School	\$24,400.00

Subtotal Due to EOS in 2018-19 \$122,000.00

Grand Total Due to EOS in 2018-19 \$122,000.00

4.3 EOS will also bill the District for the portion of travel costs attributable to this Collaboration as delineated on page 3 of the MOU attached to this Agreement.

ARTICLE V
ADMINISTRATIVE PROVISIONS

- 5.1 Each of the Collaborators has identified certain conditions which must be met by the other Collaborators in order for this Collaboration to be meaningful and productive. The conditions are delineated on pages 8 through 10 of the MOU attached.
- 5.2 The Collaborators shall abide by Federal and other applicable law and all stipulations outlined in Exhibit B of the MOU attached with regard to confidential student and parent information. Each Collaborator shall be responsible for compliance with all such laws and maintenance of confidentiality with respect to information in its possession and data provided by the other Collaborator. Details on handling of Confidential Information may be found in Exhibit B of the MOU.

ARTICLE VI
LIABILITY

- 6.1 Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.
- 6.2 Neither party makes any express warranties and hereby disclaims any implied warranties, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In no event shall either party be liable for any special, consequential or exemplary damages, whether arising in contract or in tort, whether direct, immediate, foreseeable, disclosed or not disclosed, arising from the

performance of this Agreement.

- 6.3 In no event will EOS be liable to the District for any amount beyond the amount the District has paid EOS under this Agreement, and in no event will the District be liable to EOS for any amount beyond what has been earned by EOS as of the date termination.
- 6.4 Insurance shall be maintained by EOS according to the District's contracting regulations, as shown in Exhibit D of the MOU attached.

ARTICLE VII
MISCELLANEOUS

- 7.1 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
- 7.2 Venue for any litigation involving this Agreement shall be in Fort Bend County, Texas.
- 7.3 If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 7.4 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding.
- 7.5 This Agreement may not be assigned by either party.

ARTICLE VIII
NOTICES

- 8.1 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Owner at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the Owner at the following addresses:

To EOS:	Reid Saaris Executive Director, Equal Opportunity Schools 130 Nickerson Street, Ste 200 Seattle, WA 98109
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To District: Dr. Thomas Randle
Superintendent, Lamar CISD
3911 Avenue I
Rosenberg, Texas 77471

Copies to: Jill Ludwig, CFO and Valerie Vogt, Chief Academic
Officer, Lamar CISD
3911 Avenue I
Rosenberg, Texas 77471

Either party may designate a different address by giving the other party ten (10) days written notice thereof.

ARTICLE IX
ENTIRE AGREEMENT AND ATTACHMENT

- 9.1 This Agreement contains the entire Agreement among the parties and supersedes all other negotiations and agreements, whether written or oral.
- 9.2 THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE PARTIES HERETO, AND EACH PARTY HEREBY CERTIFIES TO THE OTHER THAT ANY NECESSARY RESOLUTIONS AND/OR ORDERS EXTENDING SAID AUTHORITY HAVE BEEN DULY PASSED AND ARE NOW IN FULL FORCE AND EFFECT.

LAMAR CISD

EQUAL OPPORTUNITY SCHOOLS

Superintendent

Executive Director

Date

Date

Collaboration Agreement

Between

LAMAR CONSOLIDATED School District

And



EQUAL
OPPORTUNITY
SCHOOLS

COLLABORATION AGREEMENT
LAMAR CONSOLIDATED School District and Equal Opportunity Schools



1. PARTIES

This Collaboration Agreement (this “Agreement”), effective as of July 1st, 2019 (the “Effective Date”), is by and between Equal Opportunity Schools, a Washington non-profit corporation, with an address at 130 Nickerson Street, Suite 200, Seattle, WA 98109 (“EOS”), and LAMAR CONSOLIDATED School District, with an address at _____ (the “District”). EOS and the District may be referred together collectively herein as the “Collaborators”.

2. COLLABORATION PURPOSE AND OBJECTIVES

The mission of EOS is to ensure that all students have the opportunity to succeed in challenging high school courses, with a focus on Advanced Placement (“AP”) and International Baccalaureate (“IB”) courses (sometimes referred to as “college-ready courses”). We focus on challenging high school courses because the academic intensity of the high school curriculum is the biggest driver of college completion. We help school leaders identify and enroll students who can succeed in Advanced Placement or International Baccalaureate courses (“AP/IB”) but are not yet enrolled in AP/IB for systemic reasons related to race or socioeconomic (“Missing Students”).

The District has demonstrated its commitment to improving the quality of educational opportunity and achievement for students in its previously submitted Letter of Intent and previous commitments to Equal Opportunity Schools.

Building on the District’s progress and experience and EOS’ expertise in establishing equity in AP/IB, EOS and the District jointly commit to the study on behalf of the District, as outlined below, for the improvement of instruction with these three objectives:

- a. **Fully close (or maintain closure of) race and income participation gaps in AP/IB by fall 2020**, as measured by equally high AP/IB participation rates for Latino, African-American, and low-income students as compared to their peers.
- b. **Raise AP/IB performance by spring 2021**, as measured by AP/IB exam passing.
- c. Develop systems and structures for the district in order to improve instruction and sustain these results in future years, **catalyzing a higher sense of what’s possible** for Missing Students, and enabling further increases in college readiness and closure of opportunity and achievement gaps.

The purpose of this Agreement is to formalize and facilitate the collaboration between the parties and to pursue these objectives on behalf of the District as set forth in this Agreement, with key implementation to occur during the 2019-2020 school year(s) (the “Collaboration”). The Collaborators agree to the Collaboration Overview, set forth in Exhibit A, which provides a generalized framework of the Collaboration, and which the parties may agree to update from time-to-time upon prior written agreement.

COLLABORATION AGREEMENT
LAMAR CONSOLIDATED School District and Equal Opportunity Schools



3. COSTS & PAYMENTS

a. The District shall pay EOS as follows:

<u>Action for Equity Partner Schools and Program</u>	School Year	Cost per school	District cost
Experience Success <i>\$24,400/school/year</i>			
Foster H.S. Fulshear H.S. George Ranch H.S. Lamar Consolidated H.S. Terry H.S.	2019-2020	\$24,400	\$122,000
Total Due to Equal Opportunity Schools in 2019-2020			\$122,000

- b. EOS will invoice Districts starting the weeks of August 15 and January 15 of each year of the Collaboration. Each invoice will be for 50% of the total due in the specified year. The District is responsible to promptly pay such costs.
- c. EOS will bill the District for the portion of travel costs attributable to this Collaboration. The frequency of EOS Partnership Director visits to the District is detailed in Exhibit A. EOS travels cost-consciously (at or below federal standards), and the cost of one EOS trip is often spread across multiple districts within a region. EOS' Director of Finance and Administration, Sandy Zook (sandy@eoschools.org), will coordinate all accounting matters and expense reimbursements.
- d. Except as otherwise expressly set forth in this Agreement, each party will bear its own costs and expenses, including costs for staff time and technology maintenance, in connection with the activities to be performed under this Agreement.

4. EACH PARTY'S OBLIGATIONS

Each of the Collaborators has identified the following conditions, which must be met by the other Collaborators in order for this Collaboration to be meaningful and productive:

The District requires:

- a. On-going, candid communication and feedback loops that provide early opportunities to make adjustments where needed.
- b. High-quality EOS staff who effectively assist schools to achieve Collaboration Objectives.
- c. Integrating services into current District practices such that the Collaboration serves to optimize existing structures and processes.
- d. EOS help in building internal capacity and sustainability among the District Office administrators, as well as school leaders and staff to continue such District personnel's improvement efforts beyond the timeframe of the Collaboration.

EOS requires:

- a. Commitment from the District's Superintendent and other key District leaders (i.e. Assistant Superintendents and Directors) to provide full executive and implementation support to this

COLLABORATION AGREEMENT
LAMAR CONSOLIDATED School District and Equal Opportunity Schools



Collaboration, including but not limited to: leadership, advocacy, support and accountability for the schools to meet the Objectives, and provision of necessary financial resources.

- b. Full and willing participation from all participating school sites in analyzing data and engaging the school staff in finding all Missing Students and fully closing AP/IB participation gaps while raising AP/IB performance.
- c. Participation as needed to the District's data liaison for joint inquiry and analysis.
- d. The District's willing participation in joint research and evaluation efforts for the Collaboration including, but not limited to, maintaining a subscription to the National Student Clearinghouse, which provides each school's college completion data to the district (by July 1, 2019, at an estimated cost of \$450/school/year) until December 1, 2026.

5. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY

EOS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN NO EVENT SHALL EOS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY AND ALL DAMAGES FOR INTERRUPTION, OR LOSS OF INFORMATION OR DATA, WHETHER ARISING IN CONTRACT OR IN TORT, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, DISCLOSED OR NOT DISCLOSED, ARISING FROM EOS' PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. IN NO EVENT WILL EOS BE LIABLE TO DISTRICT FOR ANY AMOUNT BEYOND THE AMOUNT DISTRICT HAS PAID EOS UNDER THIS AGREEMENT.

6. CONFIDENTIALITY OBLIGATIONS

The Collaborators shall comply with all federal, state, local and other applicable law, rules and regulations, including, without limitation, FERPA (defined in Exhibit B) (collectively, "Applicable Laws"). EOS agrees to comply with the Confidentiality Obligations outlined in Exhibit B with regard to confidential student and parent information. Each Collaborator shall be responsible for compliance with all Applicable Laws and confidentiality obligations with respect to information in its possession and data provided by the other Collaborator. Details on handling of Confidential Information are set forth in Exhibit B.

~~7.~~ **DATA SHARING FOR ONGOING STUDY & INSTRUCTIONAL IMPROVEMENT**

~~8.~~ For a period commencing on the Effective Date and lasting through the 2025-26 academic school year, the District will, on a regular basis (if requested), provide EOS with data files (current and historic) containing the information contained in Exhibit C for all students who are in any high school listed in the Costs & Payments section of this and any other active Agreement between the Collaborators (the "Data Sets"). The specific record and file formats of the Data Sets shall be as set forth in Exhibit C or as otherwise negotiated in good faith between the representatives of each party. The obligations set forth in this paragraph and in Exhibit C will survive the termination of this Agreement and remain binding upon the parties.

9.7.

- a. EOS agrees to use the Data Sets received from the District only to meet the purposes of the Collaboration as described in this Agreement.
- b. EOS may publish de-identified, aggregated data pertaining to marketing, reporting and other public facing materials in order to promote the objectives of this Agreement. In each instance, EOS shall take appropriate steps not to disclose any personally identifiable information. For example, EOS may produce reports for the District and other school districts participating in similar programs to review

COLLABORATION AGREEMENT
LAMAR CONSOLIDATED School District and Equal Opportunity Schools



based on aggregated data that has been sufficiently de-identified through removing or suppressing identifiable information in order to minimize the risk of re-identification through combination with other information linked to a specific individual.

- c. EOS may also share certain information, including personally identifiable information (with District's consent), with third party service providers and partners in order to fulfill its obligations under this Agreement.
- d. Subject to applicable law, including FERPA, content of the Data Set may also include other specified education records mutually agreed upon by the parties to be necessary and appropriate for the objectives of this Agreement and for the purpose of studies to be conducted under this Agreement.
- ~~e. With appropriate consent, EOS may share certain Confidential Information with a partner for educational purposes, such as a professor at a US university conducting research and subject to such professor being bound by confidentiality obligations to EOS no less strict than those set forth herein.~~

f.e. From time to time, EOS and the District may mutually agree in writing to enter into a collaboration with a third party. The collaboration may involve the sharing of the Data Sets, or a subset thereof, with such third party. EOS and the District may attach to this Agreement an Exhibit setting forth the name of the third party, a description of the collaboration, each party's respective role in the collaboration, and any other terms and conditions related to the third-party collaboration.

g.f. The EOS Portal (the Portal) is a tool that allows leaders within the EOS partner schools and districts to access real-time information such as Student Insight Cards, school Outreach Lists, and updates on Outreach and Enrollment tracking. After the start of a partnership, school and district personnel access to the Portal is granted by invitation, which is determined by district and school leaders. Once granted access, employees will have access until July 1 of the year in which their agreement expires. Upon finalization of a renewal agreement, access will be re-activated or extended. Upon termination of a partnership or non-renewal of a partnership, all access by district or school personnel will be revoked by September 1 of the year in which their agreement expires. Staff members with Portal access will be notified before their access is revoked.

h.g. Equal Opportunity Schools contracts with several industry-leading service providers (Amazon Web Services, Box, Heroku and Qualtrics) to securely store and transfer school, staff and student data, for the protection of our partners. All data shared with the listed providers is subject to all obligations listed in this Collaboration.

10.8. INSURANCE

During the Term of this Agreement, EOS shall maintain insurance according to the District's contracting regulations, as shown in Exhibit D.

11.9. TERM; TERMINATION.

- a. **Term.** The Term of this Agreement shall be from the Effective Date and continue until June 30, 2020 or until the Agreement is terminated as set forth below (the "**Term**").
- b. **Termination.** This Agreement may be terminated at any time by either party upon sixty (60) days' prior written notice to the other party.
- c. **Effects of Termination.** Upon termination of this Agreement by a party, District shall have no further obligation to provide data described hereunder to EOS or any third party, and EOS shall have no further obligation to provide studies, reports, analysis and other materials to District or any third

COLLABORATION AGREEMENT
LAMAR CONSOLIDATED School District and Equal Opportunity Schools



party under this Agreement. However, the parties agree that EOS shall have the right to retain any data shared with EOS pursuant to this Agreement and use such data solely in accordance with the terms of this Agreement.

- d. **Survival.** In addition to those provisions which, by their express terms, survive the expiration or termination of this Agreement, the following provisions shall survive any such expiration or termination: Sections 4, 5, 7, 8, 9(d) and 10 through 15, inclusive.

12-10. ENTIRE AGREEMENT. This Agreement (and its Exhibits) and the Letter of Intent constitute the entire agreement between the parties regarding the subject matter hereof and supersede all previous or contemporaneous agreements, negotiations and commitments (written or oral) between the parties related to the subject matter hereof.

13-11. MODIFICATIONS; NO WAIVER. No term of this Agreement may be amended or modified except upon written agreement of the parties. Failure by a party to insist upon strict compliance with any term of this Agreement in any one or more instances will not be deemed to be a waiver of its rights to insist upon such strict compliance with respect to any subsequent failure.

14-12. SEVERABILITY; ENFORCEABILITY. If any provision of this Agreement shall be deemed prohibited, unenforceable, or invalid, such provision shall be ineffective to the extent of such prohibition, unenforceability, or invalidity without invalidating or affecting the remaining provisions of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15-13. GOVERNING LAW; JURISDICTION. This Agreement shall be construed in accordance with the laws of the State of Washington, without regard to its conflicts-of-laws principles. The parties expressly consent to the exclusive jurisdiction and venue of the State of Washington; any claims, actions or other matters respecting this Agreement shall be brought only in the federal or state courts of the State of Washington.

16-14. NOTICES. All notices required under this Agreement shall be deemed to be properly served if set forth in writing and (1) physically delivered in person or by overnight courier delivery, (2) sent by first class registered or certified mail, postage prepaid and return receipt requested, or (3) transmitted by email followed with overnight courier delivery, to the addresses below, or to any other addresses which the parties designate in writing for such purpose. Notices sent in this manner shall be effective upon actual receipt, except for notices sent by registered mail, which shall be effective five (5) business days after the postmark.

If to EOS: Attention: Sandy Zook
Address: 130 Nickerson St, Suite #200, Seattle, WA 98109
Email address: sandy@eoschools.org

If to District: Attention:
Address:
Email address:

17-15. COUNTERPARTS. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signature pages delivered by email as PDF files or other electronic signatures hereto shall be considered originals for purposes of this Agreement.

COLLABORATION AGREEMENT
LAMAR CONSOLIDATED School District and Equal Opportunity Schools



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COLLABORATION AGREEMENT
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SIGNATURES

The signatures below, by the authorized representative of each party to this Collaboration Agreement, signify the parties' agreement and commitment to the terms and conditions of the Collaboration Agreement.

LAMAR CONSOLIDATED School District

For Equal Opportunity Schools

Superintendent

Chief Executive Officer

Date

Date

Address

City State Zip

School District Accounts Payable Contact Information

Full Name

Email

Phone

District Data Personnel Contact Information

Full Name

Email

Phone



Exhibit A

COLLABORATION OVERVIEW

Listed below is the structure for accessing the expertise of EOS personnel, tools, and data to support the District’s unique needs as it works to meet and/or sustain the Collaboration Objectives above. This Collaboration Overview provides a generalized framework of the Collaboration but does not delineate every aspect of the Collaboration that the Collaborators are mutually responsible for implementing.

The Collaborators agree to the following schedule and responsibilities, and will meet to set specific dates and task ownership, following the Effective Date of this Agreement.

Action for Equity Phase 2: Experience Success

This pathway is designed to follow a previous EOS partnership focused on equity of access to advanced programs for students of color and low-income students. By focusing on underrepresented student experience and success in this phase of partnership, partners will continue and deepen their progress toward fully sustainable equity in advanced programs.

Experience Success is designed to give schools and Districts a similar level of support from EOS as they received in the initial phase of Collaboration, including EOS’ full suite of data tools with new tools addressing underrepresented student experience and success, as well as the focused, in-person attention of an EOS Partnership Director. Schools will receive four (4) visits from a dedicated Partnership Director over the course of the year to provide school and District leaders with the strategic and project management capacity needed to ensure a high standard of implementation to meet the Collaboration Objectives.

Tools & Analysis: The following are the set of tools and analyses that the District and its schools can access through Action for Equity Phase 2: Experience Success.

<p>Student Survey, Staff Survey & Staff Recommendations</p>	<p>The Fall student survey and staff survey and recommendations serve as two of our seminal data collection tools and are required for the creation of most EOS products, including outreach and recruitment lists, Student Insight cards, Equity Pathways reports and Support Reports. EOS will remotely manage online survey administration by providing a series of updates on rates of survey completion and helping schools trouble shoot technical problems. Survey data will be incorporated into the SICs and Student Lists tools.</p>
<p>Learning Mindset Activators</p>	<p>With support from Stanford’s PERTS team, EOS developed a set of questions and online activities proven to activate growth mindset and sense of belonging, the two most significant non-cognitive factors shown to improve student academic performance. EOS will remotely manage their administration. The Student Belonging Activation is designed to help students feel like they belong in rigorous classes by assuring them that experiences of uncertainty and struggle are normal. The Student Growth Mindset Activation fosters the belief that students in a supportive school environment can grow their intelligence. The Staff Belonging Activation is structured to help school staff learn about the research and practices for</p>

COLLABORATION AGREEMENT
LAMAR CONSOLIDATED School District and Equal Opportunity Schools



	supporting students' feelings of belonging in an academic setting. The Staff Growth Mindset Activation supports school staff to learn more about the research and practices promoting the idea that people can change their brain's capacity to learn through effort and hard work.
EOS AP/IB Student Experience Survey and Report	The Student Experience Survey and Report provides a year-end portrait of the quality of student experiences in AP/IB classes in your school. As AP/IB students complete their coursework, understanding their experience can help with sustainability planning for next school year's equity goal. The analysis provides strength areas and recommendations to improve the AP/IB experience. EOS will remotely manage the AP/IB experience surveys, and provide analysis and recommendations based on the results.
Equity Pathways Report	EOS will provide schools with the Equity Pathways Report, a comprehensive analysis of the student and staff survey responses combined with recommendations for sustaining equity and access in AP/IB coursework. The Equity Pathways report allows schools to unpack broad trends across different race and income groups as respects issues of access and success in AP/IB courses.
Support Report	The Support Report will provide schools concrete recommendations for building support structures that will aid students and staff in pursuit of academic success in AP/IB. The reports draw on analysis of school-, student- and staff-level data surfaced through the Fall surveys. Support Reports bring together numerous best practices from across EOS' portfolio, with recommendations informed by individual school needs.
Student Insight Cards	EOS will provide schools with Student Insight Cards for all 10 th and 11 th grade students on the Outreach Lists. SICs are student level profiles that visually provide key insights into student interest, motivation, academic and performance assets, barriers, and staff advocates.
Outreach Lists	The Outreach List contains 10 th and 11 th grade students identified through EOS' proprietary model and relies on both student- and school-level characteristics to determine if a student could benefit from and succeed in AP/IB coursework at your high school. These lists can be used for planning student outreach and recruitment. A 9 th grade targeted students list is available upon request.
Outreach and Enrollment Tracking	The Outreach and Enrollment Tracker allows schools to execute against and track outreach activities that lead to equitable enrollment. Outreach data entered into the portal is analyzed in partnership with course request enrollment data to highlight outreach trends that impact equity.
Course Registration Enrollment Updates	EOS provides schools with enrollment updates during course registration that facilitate further strategy and action around student outreach.
Evaluation Tools	EOS will provide a variety of tools, including: (a) Data visuals of schools' AP/IB access reality compared to access for the previous school year, (b) Gaps Charts showing enrollment for 11 th /12 th graders by race & segment, and (c) Equity Bars capturing the rate at which underrepresented students enroll in AP/IB relative to benchmark students.
Semester AP/IB Grade Analysis	EOS will analyze and present data visuals that compare semester grade performance to prior year semester grade performance in AP/IB courses.

Supports: The following are the set of EOS supports that will accompany the above described tools:

COLLABORATION AGREEMENT
LAMAR CONSOLIDATED School District and Equal Opportunity Schools



EOS Portal Access	The EOS Portal allows leaders within the EOS partner schools and districts to access real-time information such as Student Insight Cards, school Outreach Lists, and updates on Outreach and Enrollment tracking.
Live Webinar Training	EOS will host live webinars to support successful implementation of the Collaboration. Topics will include portal refresher, advocacy and outreach best practices, outreach list walk-through/support, and outreach tracking.
Phone and Email Support	EOS staff will offer email/phone support, including discussion of EOS analyses and strategy support for any aspect of the partnership.

PARTNERSHIP DIRECTOR

EOS’ responsibilities will be performed by a team of EOS staff assigned to the district. Partnership Directors and Partnership Managers are responsible for managing client relationships and EOS deliverables, as well as providing project management, strategic planning (re the Collaboration), and coaching support to principals and District leadership. The Partnership Director or Manager assigned to the District will serve as a dedicated, strategic thought partner and project manager throughout implementation, and will monitor and track progress during and in-between in-person visits over the course of the year. Additional EOS staff supporting the District may include Regional Partnership Directors, Partnership Analysts and Data Support Analysts.

District Partnership Director and Manager

- School/district leadership/coaching experience
- Experience with AP/IB gaps-closed schools/strategies and access to a national portfolio of best practices
- 48-hour response time, and available for phone/email/webinar check-ins as requested

Other Key Sources of Expertise Provided by EOS:

- An internal EOS community of practice provides that each Partnership Director is accessing for their clients’ benefit the learnings and best practices among the EOS portfolio of ~540 school & 180 district partnerships in various contexts around the country.
- EOS teams of analysts serve as experts for EOS tools and analytics capabilities, effectiveness and learning, and the EOS Portal, a large scale, custom-built EOS database that facilitates efficient and on-demand delivery of EOS tools.
- Supervising Partnership Directors is a Senior Leadership Team with many years of education, non-profit, and organizational leadership experience.

EXHIBIT B

Confidentiality Obligations

Definition

For purposes of this Agreement, the term “Confidential Information” shall mean any and all personally identifiable student information from District education records provided by District to EOS, in any medium during the Term of this Agreement. Confidential Information shall include, without limitation, the personally identifiable information of students, parents, guardians and staff that the District shares with EOS under this Agreement.

Acknowledgment of Applicable Law

The Collaborators acknowledge that provision by the District of Confidential Information is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99 (“FERPA”), and may also be subject to state law student confidentiality provisions. The Collaborators shall comply with all Applicable Law.

EOS Permitted Usage of Confidential Information

Except in limited instances when EOS obtains the express written consent of the District or individual participant/parent, as may be required, EOS shall use Confidential Information solely for the purposes set forth in this Agreement.

Restrictions upon EOS’ Disclosure of Confidential Information

The only EOS personnel who will have access to Confidential Information will be those EOS employees, contractors and agents who (a) are performing services contemplated by this Agreement and (b) have agreed to be bound by EOS’ non-disclosure agreement. Except as permitted by FERPA, EOS and its designated employees, contractors and other agents with access to Confidential Information shall not disclose any of the District’s Confidential Information to any third party.

Maintenance of Confidentiality

EOS shall exercise reasonable care in safeguarding the Confidential Information against loss, theft, or other inadvertent disclosure or access and shall take reasonable steps necessary to establish safeguards that are consistent with applicable federal, state, and local law and District regulations and policies relating to security for personally identifiable and other sensitive information, including but not limited to FERPA-protected information. Publication of any information compiled by EOS under this Agreement (other than to the District or its personnel in accordance with this Agreement) shall be in a manner that is designed not to permit identification, directly or indirectly, of individual students or parents.

EOS stores the data it receives on Amazon EC2 which operates in conjunction with Amazon Virtual Private Cloud (VPC) servers, but EOS reserves the right to substitute a similar quality data center in the future. Users identified by the District are given access to EOS’ proprietary portal (the “Portal”) only through a personalized login and password. The District is responsible for securing log-in credentials and for any activity, whether authorized or not, through its account. The Portal is secured with HTTP (HTTPS) encryption. In order to obtain a login to the Portal, EOS must authenticate and approve the user. In

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addition, users can only view and access the data related to such user's school district. Other school districts with access to the Portal will not have access to the Confidential Information of the District. EOS computer hard drives are encrypted using Microsoft BitLocker Encryption technology, but EOS reserves the right to substitute a similar quality encryption in the future.

All users of the Portal must agree to the EOS Acceptable Use Policy, as may be amended, which includes, requirements such as, an obligation not to share account or passwords with anyone, not to use the Portal for illegal activity, not to access data or any account owned by another and to notify EOS immediately if the user identifies a problem with the Portal. EOS also has the right to deny access to any user who may pose a security risk to the Portal or the data contained on the Portal.

The District should send all Confidential Information via the Portal. Unless otherwise agreed upon by the parties in advance, the District should not email or use any other medium to send Confidential Information. In certain instances, EOS may accept limited information via another approved mechanism.

Destruction of Confidential Information

EOS agrees to destroy all personally identifiable student and parent information obtained from District education records after such information is no longer needed for any purpose for which studies were conducted under the terms of this Agreement.

COLLABORATION AGREEMENT
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EXHIBIT C

Data to be Shared for the Purpose of Ongoing Study and Instructional Improvement

EOS will use student-level data on behalf of the school/district to study and evaluate its programs and services. The data will only be used to meet the purposes of the study for the school/district. Requested data may include the following and should be provided as appropriate in written reports, data files, or spreadsheets. Data should be provided by race and socioeconomic segments (as determined by eligibility for the National School Lunch Program or similar proxy). EOS will treat all data as Confidential Information, as defined by Exhibit B of this Agreement, and in accordance with the requirements of Applicable Law. Except as otherwise agreed upon between the parties or instructed by EOS, all data shall be provided through the EOS Portal. EOS will provide instructions on the file types that are required (usually CSV format for data and JPG for photos). In addition to the data elements listed below, in performing the services and implementing the programs, EOS, or a third-party on its behalf, will administer surveys for students and staff. In order to undertake the study and services on behalf of the District, EOS will need access to the following data elements:

Data Elements	Data Level	Example Data Elements Collected	Purpose of Data Use
Demographics (Race, Gender, FRL, ELL)	Student	Student ID, first name, last name, school name, grade, gender, counselor email, counselor last name, Hispanic indicator, race, income indicator, GPA, other fields may be included as optional	EOS will use this information to identify the school-wide participation trends in AP and IB classes; to identify gaps in participation, or “Missing Students”; and to accurately identify the size and causes of those gaps.
Fall Course Enrollment	Student / Staff	School name, student ID, staff email, staff ID, staff first and last name, course ID, course name, course selection, course period, term	
Course Grades	Student	Student ID, school name, course ID, course name, course selection, term, sub-term, grade	
AP Exam Scores / IB Exam Scores	Student	Student ID, test name, test subject, test score, test year	
Course Request	Student	Student ID, school name, course ID, course name	
Graduation Status	Student		
Student Photos	Student		
GPA	Student		
SAT / Test Scores	Student	Student ID, test name, test subject, test score, test year	
Staff File	Staff	First name, last name, email address, staff ID, position and department	
National Student Clearinghouse	Student		EOS will use this information to inform school’s understanding of the effectiveness of EOS efforts to improve instruction for “Missing Students”; if participation in these programs is expected to lead to better post-secondary preparation and outcomes for students, then there should be evidence of such activity.

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EXHIBIT D – Insurance

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ACORD 25 (2009/09)

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COLLABORATION AGREEMENT

LAMAR CONSOLIDATED School District and Equal Opportunity Schools



EXHIBIT D – EOS W-9

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3> <p style="margin: 0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. EQUAL OPPORTUNITY SCHOOLS</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. </p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> <p>5 Address (number, street, and apt. or suite no.) See instructions. 130 Nickerson Street, Suite 200</p> <p>6 City, state, and ZIP code Seattle, WA 98109</p> <p>7 List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>
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Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																					
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Andy Zork</i>	Date ▶ 1/9/2019
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**CONSIDER APPROVAL OF ADVISE TX PARTNERSHIP AGREEMENT
AND MEMORANDUM OF UNDERSTANDING (MOU)
WITH TEXAS A&M UNIVERSITY**

RECOMMENDATION:

That the Board of Trustees approve a partnership agreement and Memorandum of Understanding (“MOU”) with Texas A&M University (“TAMU”) for the Advise TX program with Lamar CISD (“the District”).

IMPACT/RATIONALE:

TAMU will provide one adviser from the Advise TX program to Terry High School. The Advise TX program has three main goals: to increase the college-going rate at partner high schools; to expand the range of colleges and universities to which students apply and in which they enroll; and to assist principals, counselors and teachers in fostering a college-going culture.

PROGRAM DESCRIPTION:

TAMU and the District will join in a MOU for the Advise TX College Advising Corps Program. Advise Texas, housed at TAMU, places recent college graduates of the university as college advisers in high schools state-wide. Advisers work in collaboration with high school counselors, teachers and administrators to increase college-going rates in the high schools they serve. Advisers provide admissions and financial aid advising to students and their families through one-on-one and group sessions that help students identify colleges that will serve them best. They also assist in the completion of their admissions and financial aid applications, as well as enroll successfully at the college or university they eventually choose. The program shall be conducted during the 2019 – 2021 school years. The cost will be a fee of \$10,000 for each school year and will be paid to TAMU.

Submitted by: Dr. Theresa Mossige, Chief Academic Officer
 Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**AGREEMENT
BETWEEN
TEXAS A&M UNIVERSITY
AND**

Lamar Consolidated Independent School District

This AGREEMENT is entered into by and between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, (“TAMU”), and Lamar Consolidated Independent School District (“Lamar CISD”),

WHEREAS, the program contemplated by this AGREEMENT is of mutual interest and benefit to TAMU and to Lamar CISD, and will further the public outreach service and research objectives of TAMU in a manner consistent with its status as an agency of the State of Texas,

The parties agree as follows:

1. **STATEMENT OF WORK.** TAMU agrees to use its best efforts to coordinate support for Lamar CISD to achieve the main goals of the Advise TX program to enhance the college going culture and to increase the number of students who are pursuing higher education. A detailed summary of the Advise TX college adviser’s job description is outlined in the MOU under statement of purpose and services to be performed, which is attached to the 2019-2021 contract.

2. **PROJECT DIRECTOR.** The tasks will be supervised by the Office of Admissions, TAMU.

3. **PERIOD OF PERFORMANCE.** The program shall be conducted during the period of the 2019 – 2021 School Years. [August 12, 2019-June 11, 2021.]

4. **PRICE AND PAYMENT.** As compensation for performance under this AGREEMENT, Lamar ISD agrees to award TAMU \$10,000.00 per advisor to employ and train the advisor or provide supplies for the program. Payments shall be made by Lamar CISD in the following manner: payment shall be made within 30 days of the beginning of the contract period. Expenses incurred within the 60 day period prior to the contract period are allowed if they are directly related to these program costs.

TAMU shall contact the following address and/or person for financial inquiries:

ISD Name: Lamar Consolidated Independent School District
ISD Address: 3911 Avenue I
Rosenberg, TX 77471
Telephone: 832-223-0000
Facsimile: 832-223-0111
Attn: Dr. Thomas Randle
Superintendent

5. **DELIVERABLES.** The following deliverables are required under this AGREEMENT:

TAMU agrees to provide reports to Lamar CISD in accordance with the College Advising Corps manual and agreement.

6. NOTICES. All notices or communications to either party by the other will be delivered personally or sent by U.S. registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each and will be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein.

TAMU: Texas A&M University
Office of Admissions
MS 1265 TAMU
College Station, TX 77843-1265
Attn: J. Marcus Cooper
Telephone: (979) 458-0969
Facsimile: (979) 458-0434

Lamar CISD: Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, TX 77471
Attn: Dr. Thomas Randle
Superintendent
Telephone: 832-223-0000
Facsimile: 832-223-0111

7. EXPORT ADMINISTRATION. It is understood that TAMU is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent upon compliance with applicable United States export laws and regulations. Furthermore, it is understood that the transfer of certain technical data and commodities may require a license from one or more agencies of the United States Government.

Both TAMU and Lamar CISD hereby agree and warrant that the program and development contemplated hereunder, and any exchange of technical data, computer software or other commodities resulting there from, shall be conducted in full compliance with the export control laws of the United States Government.

8. INDEPENDENT CONTRACTOR. For the purposes of this AGREEMENT and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statement, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.

9. SEVERABILITY. If any of the provisions of this AGREEMENT in the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this AGREEMENT and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

10. DISPUTE RESOLUTION. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU and Lamar CISD to attempt to resolve any claim for breach of contract made by Lamar CISD that cannot be resolved in the ordinary course of business. Lamar CISD shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts

Officer of TAMU, who shall examine Lamar CISD's claim and any counterclaim and negotiate with Lamar ISD in an effort to resolve the claim.

11. **TERMINATION.** Either party may terminate this AGREEMENT and terminate all of its obligations pursuant to this AGREEMENT 1) if the other party fails to perform, keep and observe any terms or conditions required by this AGREEMENT to be performed and fails to cure such default in accordance with Section 16 below or 2) for convenience with thirty (30) days written notice to the other party in accordance with Section 10. In the event of termination for convenience, TAMU will be reimbursed for all costs and commitments incurred by TAMU prior to the date of termination.

12. **NOTICE OF DEFAULT.** In the event of a default, the non-defaulting party will give the defaulting party written notice, pursuant to Section 10 of this AGREEMENT, to correct such default. If the default continues for thirty (30) calendar days after receipt of such notice, the non-defaulting party may terminate this AGREEMENT by written notice to the defaulting party sent pursuant to Section 10 of this AGREEMENT.

13. **FORCE MAJEURE.** Neither party is required to perform any term, condition, or covenant of this AGREEMENT, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, an act of war, or other similar occurrence, the cause of which is not reasonably within the control of either party, and which by due diligence either is unable to prevent or overcome.

14. **GOVERNING LAW.** This AGREEMENT is construed under and in accordance with the laws of the State of Texas, and is performable in Brazos County, Texas. Pursuant to §85.18, *Texas Education Code*, mandatory venue is in Brazos County for all legal proceedings against TAMU pertaining to this AGREEMENT. Nothing in this AGREEMENT should be construed as being a waiver of sovereign immunity by TAMU.

15. **NON WAIVER.** TAMU is an agency of the State of Texas and nothing in the AGREEMENT waives or relinquishes TAMU's rights to claim any exemptions, privileges, and immunities as may be provided by law.

16. **NO FINANCIAL INTEREST.** To the best of Lamar CISD's knowledge, no member of the Board of Regents of The Texas A&M University System has a direct or indirect financial interest in the transaction that is the subject of this AGREEMENT.

17. **MISCELLANEOUS.** This AGREEMENT constitutes the entire agreement between the parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both parties.

ACCEPTED AND AGREED:

Lamar CISD

TEXAS A&M UNIVERSITY

Signature

Signature

Name & Title

J. Marcus Cooper
Associate Director of Admissions
Sr. Program Director, Advise TX

Date

Date

Texas A&M Chapter of Advise TX Memorandum of Understanding

among

Texas Higher Education Coordinating Board, Texas A&M University, and Lamar Consolidated Independent School District

Parties

This is a Memorandum of Understanding (“MOU”) among the Texas Higher Education Coordinating Board (“THECB”), Texas A&M University (“University”), and Lamar Consolidated Independent School District (hereafter referred to as “Lamar CISD” and/or the “high school”) relating to the Advise TX College Advising Corps program (hereafter sometimes referred to as “The Advise TX program”, “Advise TX”, or as “the project”).

THECB is understood, for the purposes of requesting information necessary for the implementation of this MOU, to include the Texas Higher Education Coordinating Board and its officers, employees, designated Advise TX contractors, designated Advise TX grantees, and other designated Advise TX agents (which include Texas A&M University, the College Advising Corps (“CAC”), and CAC’s contracted evaluation team).

Lamar CISD and/or the high school(s) is understood, for the purposes of this MOU, to include:

B.F. Terry High School

Collectively hereinafter the parties to this MOU will be referred to as “Parties” or, individually, as “Party.”

Statement of Purpose and Services to be Performed

The Advise TX program is housed at chapter public and private colleges and universities across the state, including at Texas A&M University. Advise TX is a program administered by the THECB which implements the CAC program model of placing recent college graduates as full-time “near-peer” advisers in targeted Texas high schools (“Advisers”). Through grant funds provided by THECB, the University employs advisers and project staff to carry out the project. Advise TX is an education program as defined in 34 CFR § 99.3. THECB has awarded funds to Texas A&M University for the 2019-2021 academic year to continue the Advise TX program at high schools throughout the state, including at high schools in Lamar CISD. The Texas A&M University Office of Admissions serves as the University representative office for this program

Advisers work in collaboration with high school counselors, teachers, and administrators to increase college-going rates in the high schools they serve. Advisers provide admissions and financial aid advising to students and their families through one-on-one and group sessions that 1) help students identify colleges ; 2) complete their admissions and financial aid applications; and 3) with the enrollment process at the college or university of student’s choice. . The Parties agree that the Advisers are school officials pursuant to 34 CFR § 99.31(a)(1)(i)(B). The Advise TX program has three main aims: to increase the college enrollment rate at partner high schools; to expand the range of colleges and universities to which students apply and in which they enroll; and to assist principals, counselors, and teachers with fostering a culture where students pursue higher education.

One of the purposes of this MOU is to provide and appoint one Adviser (subject to funding availability) from the Advise TX College Advising Corps to each of the Lamar CISD high schools identified herein.

THECB, the University, the Lamar CISD, and each participating high school in the Lamar CISD agree to the following three main goals/aims during the project:

1. Work collaboratively to develop and implement programs and services that (a) foster access to postsecondary education and (b) include all students who wish to participate and who work in good faith to do so.
2. Work collaboratively to (a) outline current school-based efforts to foster access to postsecondary education; (b) review Advise TX programs and services to ensure that they complement and extend these existing efforts; and (c) establish clear and mutually agreeable timelines for the implementation of Advise TX programs and services.

3. See the Adviser as an enthusiastic, sympathetic, and well-trained resource for students, but not as an expert on college access or success.

An additional purpose of this MOU is to set forth the terms and conditions under which Lamar CISD will permit THECB, the University, and the Advisers to access and/or otherwise use student record data collected by Lamar CISD which contains Personally Identifiable Information (“PII”), as defined in 34 CFR § 99.3 and is therefore subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 USC § 1232g (such PII is herein referred to as “FERPA Data”). Lamar CISD’s disclosure of FERPA Data to THECB, the University, and the Adviser will be for the purposes of (1) THECB and the University conducting an ongoing program evaluation pursuant to 20 USC § 1232g(b)(1)(C), (b)(3), and (b)(5); 34 CFR § 99.35 (“the Audit and Evaluation exception”) and (2) the Advisers performing an institutional service or function for which the Lamar CISD high schools would otherwise use employees pursuant to 20 USC § 1232g(b)(1)(A); 34 CFR 99.31(a)(1) (“the School Officials Exception”).

The University agrees to the following terms during the project:

1. Identify, recruit, and appoint one Adviser to serve each of the Lamar CISD high schools identified herein for an average of 40 hours per week for the period of August 12, 2019 – June 11, 2021.
2. Provide necessary and ongoing training, support, and professional development that will allow the Adviser to fulfill his or her responsibilities to the high school and its students, including to ensure the Adviser complies with the FERPA provisions in this MOU.
3. Provide assurance that all employees, subcontractors and volunteers of Advise TX who have contact with students have passed a criminal history background check current within the last year.
4. Employ an Advise TX Program Director who will (a) supervise the appointed Adviser, meeting with him or her regularly to discuss job performance and develop strategies for improvement; (b) work closely with the high school on-site liaison assigned by the Lamar CISD and/or the high school to assess the relationship between the appointed Adviser and the high school so that the Adviser is effectively serving the high school students and advancing the three main aims of Advise TX; (c) engage in frequent dialogue with partner high school around strategic collaboration and to assess progress towards the goals; (d) re-evaluate the work plan and make adjustments as needed but at least on an annual basis; (e) serve as the main liaison between the high school principal and Advise TX, meeting at least twice per year to review the collaboration and ensure that its goals are being met; (f) work with the on-site high school liaison to establish a mutually agreeable work schedule for the Adviser; and (g) visit the school at least twice per academic year.
5. Remain open to address any issues or concerns that may arise.
6. Share relevant data and research with the Lamar CISD and the high school, as the Lamar CISD and the high school may request as consistent with FERPA and the FERPA provisions in this MOU. Share relevant data and research with THECB and CAC, as THECB may request as consistent with FERPA and the FERPA provisions in this MOU.
7. Manage the administration and pay the full salary and benefits of the Adviser.
8. Provide funding support, as funding is available, to the appointed Adviser for reasonable expenses associated with Advise TX programs and services. Reasonable expenses include office supplies, photocopies, incentives for students (such as food), or college field trip costs (as consistent with federal cost circulars).
9. Work in good faith to identify funding opportunities that will sustain the collaboration between the University, the Lamar CISD and the high school beyond the current term.
10. Keep any and all student-level data provided by the Lamar CISD and the high school to the University and to the Adviser strictly confidential, in accordance with applicable local, state, and federal law, including as consistent with FERPA and the FERPA provisions in this MOU
11. Require the participation of the assigned Adviser in Advise TX activities, (for example, Advise TX training and professional development) with consideration to minimize the amount of time Advisers are absent while the high school is in session, during the regularly scheduled term period of service specified below.

The Lamar CISD and/or high school agrees to the following terms during the project:

1. Welcome the assigned Adviser and work actively to facilitate their entry into the school community by treating them as a professional member of the school.
2. Establish and maintain clear lines of communication with the Adviser and Advise TX Program Director in regards to staff policies, procedures, and expectations with which the Adviser is expected to comply (including any relevant FERPA policies).
3. Designate within each high school a Site Liaison to (a) serve as the Adviser's primary resource and advocate within the high school, facilitating the Adviser's integration into the life of the high school and providing appropriate advice and counsel; (b) work closely with the Advise TX Program Director to assess the relationship between the appointed Adviser and the high school so that the Adviser is effectively serving the high school students and advancing the three main aims of the Advising Corps; (c) participate in Adviser's annual evaluation; (d) work with the Advise TX Program Director to establish a mutually agreeable work schedule for the Adviser in accordance with the high school's regularly scheduled term period beginning on August 12, 2019 and ending June 11, 2021; (e) engage in frequent dialogue with Advise TX Program Director around strategic collaboration and to assess progress towards the goals; (f) re-evaluate the work plan and make adjustments as needed but at least on an annual basis; and (g) serve as the main liaison between the principal of the high school and the Advise TX Program Director, meeting at least twice a year to review the partnership and ensure that its goals are being met.
4. Maintain the existing staffing level of the guidance/counseling department and not make any staffing modifications suggesting the replacement of a counselor or counseling position with an Advise TX Adviser.
5. Allow the Adviser to use CAC data collection and service tools in the high school as consistent with FERPA and the FERPA provisions in this MOU.
6. Supply THECB and the University (including its Advisers and project staff) reasonable access to student-level data (name, date of birth, and year of graduation) for the purposes of advising, grant reporting, and program evaluation as consistent with FERPA and the FERPA provisions in this MOU.
7. Provide the University (including its Advisers) access to the ApplyTexas Counselor Suite for the purposes of effectively advising students.
8. Provide the University (including its Advisers and project staff) access to student transcripts and schedules, either electronically or in hard copy, for the purposes of effectively advising students as consistent with FERPA and the FERPA provisions in this MOU.
9. Work to integrate the Advise TX program with existing college access and guidance efforts at the high school.
10. Ensure Adviser is not arbitrarily assigned duties unrelated to his/her work plan such as clerical or manual labor or expected to fill temporary personnel shortages or assume *ad hoc* assignments (such as hall or cafeteria monitoring, supervising classrooms, monitoring testing, etc).
11. Ensure Adviser does not administer or serve as a proctor for any State or TSI-mandated testing (EOC/STAAR/ACCUPLACER/THEA/COMPASS, etc.)
12. Provide dedicated and appropriate working/meeting space for the Adviser, including a district computer with log-in access, a designated computer with internet access and ready access to phone and voicemail, fax, photocopier, and printer.
13. Provide the Adviser with a comprehensive high school orientation, with introductions to key staff, teachers, and administrators.
14. Provide assistance to the University (including its Adviser and project staff) with the coordination and administration of Advise TX surveys of high school students.
15. Ensure Adviser does not serve as the liaison to and/or provide direct supervision to other external partner college-access programs on behalf of the high school.

Purpose and Description of Program Evaluation to be Conducted

1. To determine the efficiency and success of the Advise TX program, the program shall be evaluated on an ongoing basis by THECB (including through its designated agent, CAC's contracted evaluation team). The results of the evaluation may be used to, among other things, improve and modify the Advise TX program. Such evaluations will enable all project participants to spur higher levels of college enrollment. The evaluation will include the following:
 - comprehensive compilation and analysis of direct outcomes for the Advise TX program

- comparative analysis of college-going rates between control schools and program-participating schools
 - assessment of increased scholarship dollars for universities and students
 - analysis and assessment of college preparation activities undertaken by high school students
 - identification of success factors that contribute to increased college-going rates and improved school morale
 - examination of the relationship between student grades, class schedules, and college enrollment
 - a qualitative and quantitative study of student awareness regarding higher education
2. For the purpose of carrying out the Advise TX evaluation, FERPA Data may need to be collected by the Lamar CISD and/or high school and disclosed to THECB as further described in the “FERPA Compliance” provision within this MOU.

FERPA Authorized Representatives and Adviser Serving as School Official

1. This MOU serves as a written agreement to designate authorized representatives, as defined in 34 CFR § 99.3, of a local educational authority, 20 USC § 7801(26)(A), to access FERPA Data in connection with an audit or evaluation of a Federal or State supported education program, as permitted by FERPA federal regulations 34 CFR § 99.35.
2. The Lamar CISD and/or high school, a local educational authority, hereby designates THECB, including its officers, employees, designated Advise TX contractors, designated Advise TX grantees (e.g., the University), and other designated Advise TX agents (e.g., CAC and CAC’s contracted evaluation team), as its authorized representatives under FERPA.
3. THECB, as an authorized representative of Lamar CISD, shall have access to the student education records of Lamar CISD pursuant to the policies and restrictions identified in the “FERPA Compliance” provision within this MOU.
4. This MOU also serves as a written agreement articulating the Adviser’s role as a school official for the Lamar CISD and/or high school, as permitted by FERPA federal regulations 34 CFR 99.31(a)(1).

FERPA Compliance

1. The Parties agree and understand that this MOU is to be strictly construed to comply with FERPA, particularly the Audit and Evaluation and the School Officials exceptions, at all times. At a minimum, the following terms and conditions will apply to all FERPA Data disclosed by Lamar CISD to THECB or the Adviser pursuant to this MOU:
 - For data disclosed to THECB, data will be collected and managed through an evaluation team contracted by the CAC, Texas A&M University College Advising Corps’ umbrella organization.
 - Data to be collected will include, but not necessarily be limited to: baseline information on the school, including college matriculation rates and student attainment of intermediary college enrollment goals (such as percent taking college entrance exams and FAFSA applications); information on enrolled students during program implementation, including identifying information (such as student name, date of birth, grade level/graduation year, grades, test scores on college entrance exams, and student schedules), intermediary goals, and college enrollment; and information on services provided to students. At the school level, the Adviser will collect data to help target and track services and evaluate the program’s success.
 - By disclosing PII from education records to THECB or the Adviser, Lamar CISD in no way assigns ownership of this data to an authorized representative or the Adviser.
 - For data disclosed to THECB, THECB shall ensure that FERPA Data is accessed by or disclosed to THECB only for the purposes of THECB conducting the program evaluation, the Advisers conducting their project work, and/or for effectuating necessary services related to the performance of the MOU. THECB shall ensure that the evaluation is conducted in a manner that does not permit FERPA Data to be accessed, disclosed, or otherwise used by anyone other than Lamar CISD and/or high school or THECB officers, employees, designated Advise TX contractors, designated Advise TX

grantees, and other designated Advise TX agents with legitimate interests in the evaluation of Advise TX or with legitimate educational interests.

- For data disclosed to THECB, THECB shall ensure that THECB officers, employees, designated Advise TX contractors, designated Advise TX grantees and other designated Advise TX agents obtain access to only those FERPA records in which they have legitimate interests and only after executing an agreement to maintain FERPA-compliant confidentiality of all data provided. Confidentiality of the data shall be maintained by THECB at all times to preclude personal identification of students who are the subject of the evaluation. All results of data analysis will be reported in aggregate. THECB shall never publically disclose or publish data in such a way that would allow individual students to be identified.
- THECB shall promptly notify Lamar CISD of any security breach that results in unauthorized access to any FERPA Data disclosed to THECB.
- THECB shall securely destroy all FERPA Data disclosed to it and all copies of FERPA Data in any format in THECB's possession once the FERPA Data is no longer needed for the evaluation for which the data was obtained or for the Advisers' work, based on appropriate federal guidelines.

2. The Parties agree to amend this MOU as necessary to comply with applicable amendments to FERPA, including the Audit and Evaluation exception, as required to ensure that the Parties remain in compliance with FERPA.

Term of MOU

This MOU begins July 1, 2019 and shall terminate on July 31, 2021.

Legal Compliance and Right to Audit

The Parties shall comply with all applicable federal, state, and local laws and regulations. The Parties understand that acceptance of funds under this MOU acts as acceptance of the authority of the State Auditor's office, THECB or any successor agency, as well as any external auditors selected by the State Auditor's office, THECB or any auditors selected by the United States to conduct an audit or investigation in connection with those funds. The Parties further agree to cooperate fully in the conduct of the audit or investigation, including promptly providing all records requested.

Sovereign Immunity

The Parties stipulate and agree that no provision of, or any part of this MOU or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

Applicable Law

This MOU shall be governed by the laws of the State of Texas.

Dispute Resolution

The Parties shall work together in good faith and in a timely manner to resolve disputes that might develop pursuant to the program under this MOU.

Trademark

The Parties certify and acknowledge that the Advise TX® and the Advise TX College Advising Corps® word marks and logos are the trademarks or registered trademarks of THECB. The University and Lamar CISD are responsible for including the trademark registration notice (®) on the trademarks.

Amendments

This MOU may be modified only by written amendment executed by the Parties hereto.

Termination or option to individually opt out of program participation

THECB may, by written notice to the Parties, immediately terminate this MOU for cause if any of the Parties fails to comply fully with any term or condition of this MOU, through no material fault of THECB. THECB may also terminate this MOU if project funding should become reduced, depleted, or otherwise unavailable during the term of the MOU and to the extent that THECB is unable to obtain additional funds for such purpose. All provisions regarding FERPA, the right to audit, and dispute resolution shall survive the termination of this MOU for any reason whatsoever and shall remain in full force and effect.

**CONSIDER APPROVAL OF THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE HOUSTON GALVESTON INSTITUTE AND
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

RECOMMENDATION:

That the Board of Trustees approve the Memorandum of Understanding between The Houston Galveston Institute (HGI) Counseling and Lamar Consolidated Independent School District for mental health services provided for students and families, and authorize the Superintendent to execute the agreement.

IMPACT/RATIONALE:

To help minimize barriers to student success through mental health support and collaboration with current community resources.

PROGRAM DESCRIPTION:

HGI will provide counseling services for all age groups of students, which may from time to time include families, or a parents' parenting group or workshops. If a need for certain age groups or certain issues arises, HGI will offer group meetings for a wide range of emotional, behavioral, and interpersonal problems. These services will be offered by two therapists on site, at the schools. However, walk-in and/or emergency related services will also be available, based on therapist(s) availability. Additionally, case consultations to the onsite professionals and other psycho-educational related services will be offered. If needed or requested, HGI therapists will also be available to work with teachers and administration staff regarding burn-out, or challenges in the classroom.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Dr. Jonathan Maxwell, Executive Director of Special Programs
 Dr. Jennifer Roberts, Director of Student Services

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**SERVICE PROVIDER AGREEMENT
HOUSTON GALVESTON INSTITUTE
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

SCHOOL YEAR 2019-2020

The Houston Galveston Institute (HGI Counseling), a private, 501(c)3 non-profit organization, was founded in 1977 to meet the demand for mental health professionals seeking to increase their understanding of families and their skills in systems-oriented therapy with individuals, couples, families, and groups. It has distinguished itself by its unique developments in brief therapy and has been acclaimed for a Collaborative Therapy approach which emphasizes the therapeutic relationship, the role of language, narrative and conversation in therapy, the not-knowing position, and the translation of these concepts into work with difficult life situations.

Our commitment is to serve people, not the categories that they are boxed into. We recognize the importance of these categories as labels that help professionals communicate with each other; however, they are not equivalent to a person's identity. This means that we work with people/children and young adults, who are typically considered chronic treatment failures, resistant, multi-problem and difficult, or children/students facing multiple challenges that are blocking their success at school. We regard people as possessing the strengths and expertise to manage personal and professional lives in a healthy, productive manner. We work with people in respectful, cooperative partnerships to access natural resources and competencies and to develop ways to address their concerns and solve problems. At HGI, we are determined to learn from our clients: what *they* think they need; what *they* would like to accomplish; and, how *we* can best be of help.

For forty years, HGI has served clients who are underserved and underprivileged in our community, offering sliding scales and pro bono services. HGI has a reputation of training respectful, caring, culturally competent and giving professionals, and of "doing what's needed" to respond to each individual's/family's situation. It is with these common values, which HGI shares with LCISD that we look forward to a strong and effective partnership to address the mental health needs of the students and underprivileged and underserved in the Lamar CISD.

COUNSELING SERVICES

HGI will provide counseling services for all age groups of students, which may from time to time include families, or a parents' parenting group or workshops. If a need for certain age group or certain issues arise, HGI can offer group meetings for a wide range of emotional, behavioral, and interpersonal problems. These services will be offered on site, at the schools. However, walk-in and/or emergency related services will also be available, based on therapist(s) availability. HGI's Fort Bend offices are resources for these services, as needed.

Additionally, case consultations to the onsite professionals and other psycho-educational related services will be offered. If needed or requested, HGI therapists will also be available to work with teachers and administrative staff regarding burn-out or challenges in the classroom.

The following are the specific services (and service providers) that are part of the HGI-LCISD partnership for the school year 2019-2020. They are separated into three categories related to the funding.

Covered by HGI Grants

- 1) Collaboration, clinical and consultation services will be provided during non-instructional school hours on designated days for the Foster High School and George Ranch High School and Fulshear High School. The therapeutic services provided will consist of a hybrid format of tele-counseling and face-to-face counseling approximately 12 hours a week.
- 2) Lamar High School will have a designated full-time therapist(s) (bilingual preferred) to provide services five days a week.
- 3) Lamar Jr. High and Wessendorf Middle will both have onsite counseling provided by two part-time counselor who will split time between the two schools. Typically, this will be 2.5 days per week, however, this counselor will be able to respond to needs that may shift the balance from time to time.
- 4) Smith Elementary and Jane Long Elementary will both have onsite counseling provided by one full-time counselor who will split time between the two schools. Typically, this will be 2.5 days per week, however, this counselor will be able to respond to needs that may shift the balance from time to time.
- 5) ALC will will both have onsite counseling provided by one full-time counselor to assist with onsite support and transition support back to students home campus.

Covered by HGI and LCISD

- 6) Terry High School will have a designated full-time therapist(s) (bilingual preferred) to provide services five days a week. The cost will be mutually agreed upon for this contracted service and split between HGI and LCISD.

Covered by LCISD

- 7) Two additional schools (Navarro Middle School and George Jr. High) will be designated for counseling that will be paid for by LCISD, on a reimbursement schedule. These services will be provided by one full-time counselor who will split time between the two schools.

CLIENTS FEES AND PAYMENTS

There will be no cost to students, families, administration or teachers in need of counseling services, due to the generous support provided by LCISD and local foundations.

CLIENT CONFIDENTIALITY AND INFORMATION EXCHANGE

Confidentiality will be honored and maintained by HGI staff. All clinical records, including the session notes and intake forms, will be maintained and stored through PIMSY, HGI's online database. Upon written request, LCISD social workers or school system officials/management will be able to obtain these records from HGI with signed release of information forms. Our therapists and staff cannot answer phone calls or correspondence without first possessing the adequate documentation.

Upon the conclusion of the school year, LCISD will provide a written summary, giving narrative and other feedback, regarding the advantages and challenges that partnership with HGI provided, including suggestions for the future.

HGI will request and collect student performance data (attendance, grades and behavioral) from the appropriate school staff for each student, *with a release of information from their legal guardians*, periodically during their therapeutic relationship.

PROPOSED COST OF SERVICES

The following arrangements have been made to support the above positions/services.

HGI will absorb the cost for counseling services at Lamar High School, Foster High School, Fulshear High School, George Ranch High School, Lamar Jr. High and Wessendorf Middle School, Smith Elementary, Jane Long Elementary and ALC. HGI is responsible for writing, maintaining, and reporting of the grants and funds that support those schools.

HGI shares the cost of the full-time counselor at Terry High School, and pays the counselor directly, as does LCISD, for that position.

The new Red Track school position will be paid as agreed (i.e. monthly, quarterly). The full-time therapist would be an employee of HGI, and LCISD would pay HGI for this therapist at the rate of \$60,000.00 (total for the school year) for this position.

This includes providing scheduled or walk-in counseling sessions (students, teachers, parents, families, or specialized groups), consultations with professionals onsite, and any other educational or training services. All positions will be supported by HGI supervisors and faculty, and additional clinicians and trainers may be invited to participate in special situations and circumstances.

MOU DURATION

This project will have a proposed duration of 12 months from September 1, 2019, and can be extended with the agreement of both parties.

Dr. Sue Levin
Houston Galveston Institute
Executive Director

Date

Dr. Thomas Randle
Lamar CISD

Date

CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-country travel for Foster High School students and staff to travel to Donggang High School in Pingtung, Taiwan on February 19 – March 5, 2020

IMPACT/RATIONALE:

Foster High School requests to travel to Pingtung, Taiwan on February 19 – March 5, 2020. The student travel cost is estimated at \$3,000 per student and will be borne by each of the 20 students. The travel cost for the three employee chaperones and one administrator will be approximately \$4,000 per employee and will be borne by the District. The student cost includes airfare, ground transportation, and one night of hotel in Taipei, Taiwan and five nights of hotel in Japan.

PROGRAM DESCRIPTION:

This trip is a reciprocal visit by Foster High students and employees as part of the Memorandum of Understanding (MOU) between Foster High School and Donggang High School as well as the MOU between Lamar CISD and our sister school district in Taiwan. Students from Donggang High School visited Foster High School in January 2019

Submitted by: Dr. Terri Mossige, Chief Academic Officer
Mike Rockwood, Chief of Staff

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUEST

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for the Foster High School Choir to travel to Orlando, Florida on March 6-10, 2020.

IMPACT/RATIONALE:

The Foster High School Choir requests permission to travel to Orlando, Florida on March 6-10, 2020 by airplane. The estimated cost per individual will be \$1,475 which includes the cost of airfare, meals, lodging, ground transportation, and entertainment. Total cost of the trip is estimated to be \$66,400. Forty students are expected to participate, as well as five staff members and chaperones. The expenses for the trip will be paid by fund-raising activities by the Foster High School Choir Booster Club and choir parents.

PROGRAM DESCRIPTION:

The Foster High School Choir will participate in Walt Disney World's Disney Sings Program, where students will explore the world of the professional vocalist. Students examine the skills, attitudes, and high expectations required for Disney-quality performance excellence. Led by a professional Disney vocalist, the choir will record an excerpt from a Disney animated feature film's soundtrack. Then students will experience the demands and exhilaration of a live performance as they quickly prepare music and choreography for a simulated Disney show. The trip includes visits to Disney World and Universal Studios. The Falcon Choir previously traveled to Orlando, Florida in 2016.

Submitted by: Dr. Theresa Mossige, Chief Academic Officer
Ramiro Estrada, Director of Performing and Visual Arts

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-country travel for Foster High School students and staff to travel to Fukushima, Japan for the NEA Joshikai for Future Scientists conference on July 30 – August 4, 2019.

IMPACT/RATIONALE:

Foster High School POWER SET requests to travel to Fukushima, Japan on July 30 - August 4, 2019. The student travel cost is estimated at \$4,000 per student and will be borne by the Nuclear Power Institute (POWER SET funds from budget 1990-11-6412-00-003-11-0-PWS will be reimbursed by the Nuclear Power Institute in Fall 2019). The travel cost for the one employee chaperone will be approximately \$4,000 and will be borne by the Nuclear Power Institute. The student cost includes airfare, ground transportation, food per diem, and 5 nights of hotel in Japan.

PROGRAM DESCRIPTION:

NEA and the Nuclear Power Institute have invited Foster High School POWER SET members to speak at the NEA Joshikai for Future Students (International Mentoring Workshop in Science and Engineering) conference. During the conference POWER SET members will serve as mentors for junior high and high school students in Japan.

Submitted by: Dr. Terri Mossige, Chief Academic Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-country travel for George Ranch High School and B.F. Terry High School students and staff to travel to Foshan, China on November 30-December 14, 2019.

IMPACT/RATIONALE:

George Ranch High School and B.F. Terry High School requests to travel to Foshan, China on November 30-December 14, 2019. The student travel cost is estimated at \$3,000 per student and will be borne by each of the 24 students. The travel cost for the three employee chaperones and two administrators will be approximately \$3,300 per employee and will be borne by the District. The student cost includes airfare, ground transportation, some meals, travel shirt/jacket, and five nights of hotel stays in South Korea.

PROGRAM DESCRIPTION:

This trip is a reciprocal visit by George Ranch and B.F. Terry High students and employees as part of the Memorandum of Understanding (MOU) between George Ranch High School and Foshan #3 Middle School, as well as the MOU between Lamar CISD and our sister school district in Foshan. Students from Foshan #3 Middle School visited George Ranch in January 2014, January 2016, and January 2017. Students from Foshan #3 Middle School also visited B.F. Terry High School and George Ranch High School in January 2018 and January 2019. George Ranch students visited Foshan #3 Middle School in January 2015, January 2016 and both George Ranch and Terry High School students visited Foshan in January 2017 and December 2018.

Submitted by: Dr. Theresa Mossige, Chief Academic Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL FOR THE DISTRICT TO APPLY FOR A
LOW ATTENDANCE WAIVER FOR MAY 8, 2019**

RECOMMENDATION:

That the Board of Trustees approve the submission of a Low Attendance Day Waiver to the Texas Education Agency for Wednesday, May 8, 2019.

IMPACT/RATIONALE:

On the evening of Tuesday, May 7, 2019, some areas of the District generally south and west of the Brazos River, received upwards of eleven to twelve inches of rain. Due to the mobility issues caused by this unique weather event, on Wednesday, May 8, 2019, 17 campuses reported attendance that was more than 10% lower than their normal Average Daily Attendance (ADA) rate for the prior year. Enclosed is a summary of the areas and campuses impacted.

PROGRAM DESCRIPTION:

The purpose of the waiver is to request that the Texas Education Agency exclude Wednesday, May 8, 2019 for these campuses while calculating ADA for funding purposes for the 2018-2019 school year. This would help mitigate any negative financial impact that low attendance would cause due to this unique weather event.

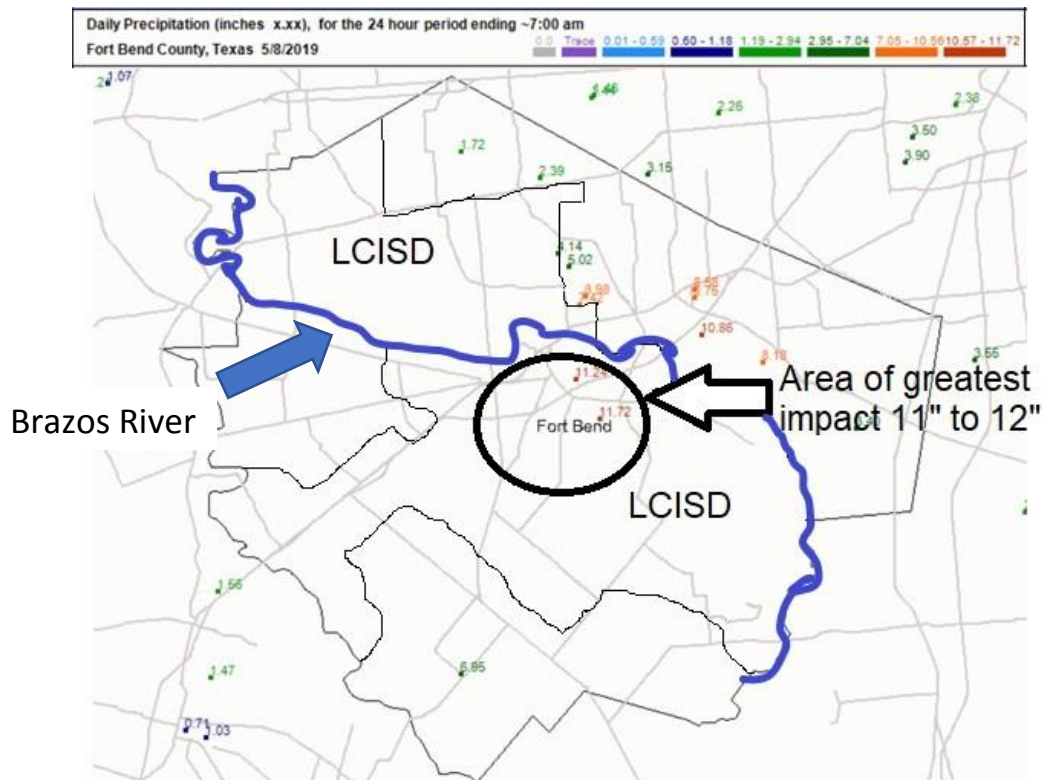
Submitted by: Dr. Theresa Mossige, Chief Academic Officer
Dr. Jonathan Maxwell, Executive Director of Student Programs
Brian D. Moore, Director of Research, Assessment, & Accountability

Recommended for approval:



Dr. Thomas Randle
Superintendent

Map of the Impacted Area



Campuses Impacted

Low Attendance Waiver Data				
CDC	Campus	May 8, 2019 ADA	SY 2017-18 ADA	Difference
079901002	BF Terry HS	78.37%	92.87%	-14.50%
079901004	Alternative Learning Ctr	63.93%	83.40%	-19.47%
079901009	George Ranch HS	74.91%	93.58%	-18.67%
079901041	Lamar JH	83.76%	95.77%	-12.01%
079901042	George JH	72.62%	95.45%	-22.83%
079901101	Beasley EL	86.03%	96.35%	-10.32%
079901102	Bowie EL	83.84%	96.42%	-12.58%
079901105	Jane Long EL	83.61%	95.68%	-12.07%
079901107	Smith EL	85.18%	95.96%	-10.78%
079901108	Travis EL	78.84%	95.65%	-16.81%
079901109	Taylor Ray EL	85.69%	95.98%	-10.29%
079901112	Meyer EL	82.78%	95.81%	-13.03%
079901116	TL Pink EL	80.18%	95.73%	-15.55%
079901117	Juan Seguin ECC	78.45%	92.46%	-14.01%
079901118	Jackson EL	83.50%	96.24%	-12.74%
079901125	Cora Thomas EL	54.40%	96.57%	-42.17%
079901142	Carter EL**	81.82%	95.50%	-13.68%

** New campus. Comparison based off of District ADA.

CONSIDER APPROVAL OF NEW COURSE FOR THE 2019-2020 SCHOOL YEAR

RECOMMENDATION:

That the Board of Trustees approve the OnRamps College Algebra course for the 2019-2020 school year.

IMPACT/RATIONALE:

OnRamps College Algebra course will assist with students earning college level credits while attending high school. Students will have the opportunity to accelerate the college completion and save money on college tuition. OnRamps College Algebra is an inquiry-based learning course which encourages students to take an active role in the construction of their learning. This learning will be accomplished by abstraction, generalization, problem-solving, and modeling. This will allow a student the opportunity to complete 3 college hours of mathematics towards a college degree.

PROGRAM DESCRIPTION:

OnRamps College Algebra will be offered as a year-long course. Students will deepen their critical thinking skills and develop their ability to persist through challenges as they explore function families: Linear, Absolute Value, Quadratic, Polynomial, Radical, Rational, Exponential, and Logarithmic. Students analyze data algebraically and with technology while developing their knowledge of properties of functions, matrices and systems of equations, and complex numbers.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
Dr. Jon Maxwell, Executive Director of Student Programs
Valerie Anderson, Director of Advanced Studies

Recommended for approval:



Dr. Thomas Randle
Superintendent

Current OnRamps Course offerings:

Physics 1 (Mechanics, Heat, & Sound)

Precalculus

Statistics

Arts & Entertainment Technologies

Thriving in our Digital World

**CONSIDER APPROVAL OF THE 2019-2020 SERVICE PROVIDER AGREEMENT
WITH FORT BEND REGIONAL COUNCIL ON SUBSTANCE ABUSE**

RECOMMENDATION:

That the Board of Trustees approve the service provider agreement between the Fort Bend Regional Council on Substance Abuse and Lamar Consolidated Independent School District for campus programming during the 2019-2020 school year.

IMACPT/RATIONALE:

Since 1991, the partnership between LCISD and Fort Bend Regional Council has served thousands of students and families through a grant from the Texas Department of State Health Services and the United Way. The goal of the program is to assist the District in reducing the incidence of alcohol and drug use within the District and/or communities.

PROGRAM DESCRIPTION:

The purpose of the Youth Connection Program is to serve youth ages 12-17 identified as at-risk from truancy, excessive tardies, disruptive behaviors, failing grades, violence, and reported alcohol/drug use. The curriculum-based support teams group students to elevate self-esteem, learn resistance skills, stress management, and communications skills. The program will be provided at Lamar Consolidated, Foster, Terry, Fulshear and George Ranch High Schools; 1621 Place and Alternative Learning Center; Lamar, Briscoe, Leaman, Reading, and George Junior High Schools; and all five LCISD middle schools. Life Skills Training Program, similar to the Youth Connection Program, is a nationally recognized program provided to elementary students at Austin, Beasley, Travis, Pink, Hubenak, and Bowie Elementary Schools. Through the agreement, FBRC Prevention Counselors will provide both curriculas to all sites.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Dr. Jonathan Maxwell, Executive Director of Special Programs
 Dr. Jennifer Roberts, Director of Student Services

Recommended for approval:



Dr. Thomas Randle
Superintendent

MEMORANDUM OF UNDERSTANDING
FORT BEND REGIONAL COUNCIL ON SUBSTANCE ABUSE, INC.
AND
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
September 1, 2019 to August 31, 2020

The Fort Bend Regional Council on Substance Abuse, Inc. (FBRC) is seeking to continue providing Lamar Consolidated Independent School District (LCISD) students in selected schools with the services of a Prevention Specialist, who will conduct evidence-based substance use prevention activities for each selected campus.

FBRC is a non-profit agency funded by the Department of State Health Services and the United Way to provide prevention, education and treatment services to anyone seeking assistance in Fort Bend County and the surrounding area.

FBRC's primary population focus is the youth of Fort Bend County. FBRC offers prevention programs on school campuses. In addition, FBRC provides enhanced community summer leadership initiatives for school aged children. The summer High School Leadership program and the Summer Explosion day camp programs would not be available to our community without the long standing and valued partnership that FBRC has maintained with LCISD. Both organizations share the common goal of preventing youth substance abuse by building healthy school and community environments.

Communication and collaboration between FBRC and the school district is vital to the success of all programs. Therefore, this document will serve to define the school-based programs that FBRC provides to LCISD students. FBRC staff will administer National Registry of Evidence-based Programs and Practices (NREPP) prevention curricula to selected LCISD campuses. These programs include:

The Life Skills Training® Program is a nationally recognized substance abuse and violence prevention curriculum proven to reduce risk factors and increase protective factors among youth. It is endorsed by the Center for Substance Abuse Prevention as effective in the prevention of alcohol, tobacco and other drug use. This program is universal in nature and teaches personal and social skills that build resilience and help youth navigate developmental tasks, including the skills necessary to understand and resist peer pressure. The structure of this prevention series is eight 45 minute sessions conducted on either a weekly or bi-weekly basis. FBRC Prevention Specialists will meet with elementary school students until the series concludes.

The Curriculum Based Support Group® Program (CBSG), also known as "Youth Connection", is a nationally recognized program designed to increase resiliency and reduce risk factors among children and youth ages 4-17 who are identified as being at elevated risk for substance use, or delinquency and violence (e.g., they are living in adverse family situations, displaying observable gaps in coping and social skills, or displaying early indicators of antisocial attitudes and behaviors).

Based on cognitive-behavioral and competence-enhancement models of prevention, the CBSG Program teaches essential life skills and offers emotional support to help children and youth cope with difficult family situations; resist peer pressure; set and achieve goals; refuse alcohol, tobacco, and other drugs; and reduce antisocial attitudes and rebellious behavior. Delivered in 10 or 12, 45 minute group sessions, the curriculum addresses topics such as self-concept, feelings, goal setting, making healthy choices, friends, peer pressure, life challenges, family problems and making a commitment to stay drug free. Through the use of curriculum based support groups students learn peer pressure resistance skills, stress management, conflict resolution and communication skills.

Since 1991 the community partnership between LCISD and FBRC has reached thousands of students and families. Evaluations indicate that participants show improved grades, attendance, family relationships, and pride in their ability to refuse drugs and alcohol. FBRC's goal is to assist the LCISD staff in making students more academically and socially successful through the use of the Life Skills Training Program and CBSG-Youth Connection and affiliated prevention activities.

FBRC will provide the following:

FBRC dedicated and trained Prevention Specialists to provide education and referral as appropriate.

Staff oversight by the Prevention Program Director and Chief Operating Officer.

FBRC staff will follow school procedures as outlined by the school principal and will notify the school principal or his designee when absent.

FBRC staff will keep current and accurate records regarding student contact.

FBRC staff will be available to attend district procedural and staff development meetings as requested. Prevention Specialists are available to provide district in-service and parent trainings as requested.

FBRC staff will provide the **Life Skills Training Program** at the following campuses:

Austin, Beasley Elementary, Bowie Elementary, Long Elementary, Thomas Elementary, Travis Elementary Pink Elementary, Hubenak Elementary, Austin Elementary schools. Other schools could be added with the agreement of both FBRC and LCISD.

FBRC staff will provide the **CBSG Youth Connections Program** at the following campuses:

Navarro MS, Wertheimer MS, Wessendorf MS, Briscoe JHS, George JHS, Lamar JHS, Leaman JHS, Reading JHS, Foster HS, Fulshear HS, George Ranch HS, Terry HS, and the Alternative Learning Center. Other schools could be added with the agreement of both FBRC and LCISD.

LCISD will provide the following:

Access to campuses receiving prevention education where students will be served for appropriately authorized FBRC staff. Access may also include introductions to school personnel and LCISD ID badges.

Introductions to LCISD staff vital to the success of the program.

Assistance in identifying appropriate program participants.

Appropriate group/classroom space to conduct services.

Guidance and communication related to school district policies and specific site requirements.

This document shall serve as a community partnership agreement between LCISD and FBRC beginning September 1, 2019 and will remain valid until August 31, 2020 unless revoked by either party before that time. This agreement may be revoked at will by LCISD or by FBRC. All services provided by FBRC to LCISD are at no cost to the district or any participating student. Services are contingent upon FBRC's available funding.

John Robson
Chief Operations Officer
Fort Bend Regional Council on Substance Abuse, Inc.

Date

Dr. Thomas Randle
Superintendent
Lamar CISD

Date

**CONSIDER APPROVAL OF THE 2019-2020 SERVICE PROVIDER AGREEMENT
WITH AVAIL SOLUTIONS**

RECOMMENDATION:

That the Board of Trustees approve the service provider agreement between Avail Solutions and Lamar Consolidated Independent School District for crises hotline services during the 2019-2020 school year.

IMACPT/RATIONALE:

Avail Solution will provide a 24-hour, seven day a week crisis line service for students, faculty, and families of the Lamar CISD.

PROGRAM DESCRIPTION:

Avail Solutions offers a crisis line staffed by qualified mental health professionals (QMHP) who have been certified to manage crisis and assist with the mental health needs. Each crisis counselor is a credentialed mental health professional. Avail Solutions' staff is available to receive crisis calls 24 hours a day, 7 days a week. Their ability to support our students and families, as well as provide baseline prescriptive data on emotional issues facing our district helps Lamar CISD not just respond in times of crisis but provide informed resources through education.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Dr. Jonathan Maxwell, Executive Director of Special Programs
 Dr. Jennifer Roberts, Director of Student Services

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**SERVICE PROVIDER AGREEMENT WITH
AVAIL SOLUTIONS, INC.
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
SCHOOL YEAR 2019-2020**

SERVICE DESCRIPTION

Avail Solution will provide a 24 hour seven day a week crisis line service for students, faculty and families of the Lamar Independent School District.

PARTNERSHIP RATIONAL

Avail Solutions offers a crisis line staffed by qualified mental health professionals (QMHP) who have been certified to manage crisis and assist with the mental health needs. *Each crisis counselor is a credentialed mental health professional.* Avail Solutions' staff is available to receive crisis calls 24 hours a day, 7 days a week. Their ability to support our students and families, as well as provide baseline prescriptive data on emotional issues facing our district helps LCISD not just respond in times of crisis but provide informed resources through education. LCISD students and families need the support of a reliable crisis hot-line

SERVICES PROVIDED:

Avail Solutions will:

1. Have a dedicated Direct Inward Dialing (DID) number for crisis line service callers.
2. Have access to a LCISD crisis team and local emergency response resources (i.e. local law enforcement).
3. Maintain an ongoing call log and Inquiry/Crisis Response form on all calls.
4. Adhere to HIPPA guidelines in conducting business.
5. Provide the following reports to LCISD Support Services:
 - a. Monthly crisis line statistics
 - b. Other reports deemed appropriate by all parties
6. Employ bilingual staff and utilize them for family members who speak only Spanish and utilize Language Line which covers over 70 different languages.
7. Meet minimum performance standards of:
 - a. At least 99 percent of calls answered by the fourth ring or an automated call pick-up system.
 - b. No incoming calls receive a busy signal.
 - c. At least 80 percent of calls must be answered by crisis line staff within 30 seconds.
 - d. The call abandonment rate is seven percent or less.
 - e. The average hold time is two minutes or less
8. Pass ongoing quality assurance audits to ensure the minimum standards are met.
9. Hire qualified mental health professionals (QMHP) to answer all calls to the crisis line.
10. Utilize their internal quality improvement process to evaluate continual performance monitoring and improvement.
11. Be accredited by the American Association of Suicidology.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT WILL:

1. Provide Direct Inward Dialing (DID) to Avail Solution's DID
2. Director of Student Support Services will coordinate the service between LCISD and Avail Solutions.
3. Report any and all concerns to Avail Solutions concerning services provided.

4. Participate in quarterly conference call to review the services and any issues needing to be addressed
5. Agrees to accept Avail Solutions' policies in providing crisis services to LCISD students.

CONFIDENTIALITY

Avail and each of Avail's employees must agree to abide by the confidentiality provisions surrounding the use and dissemination of student educational records and information as contained in the federal Family Educational Rights and Privacy Act (FERPA). Contractor also agrees that he/she may be held professionally and personally liable for violation of this Act. Subject to the Texas Public Information Act (TPIA) and similar legal requirements which may require LCISD to release documents and other information, neither Party shall disclose any confidential information obtained from the other party without such Party's prior written approval and Contractor shall maintain and process all information it receives in compliance with all applicable data protection/privacy laws and regulations and LCISD policies.

PROPOSED COST OF SERVICES

Payment for services will be \$300 per month until the agreement is canceled by either party with a minimum of a thirty (30) day notice. LCISD will apply funds secured through a grant from the George Foundation in the amount of \$3000.00 and absorb the remaining \$600.00 through the annual Student Services budget.

MOU DURATION

This project will have a proposed duration of 12 months from the start date, and can be extended with the agreement of both parties. Proposed start date is August 15, 2019.

Ms. Janie Harwood
Avail Solutions, Inc.
Chief Executive Officer

Date

Dr. Thomas Randle
Superintendent
Lamar CISD

Date

CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS

RECOMMENDATION:

That the Board of Trustees ratify the Financial and Investment Reports as presented.

PROGRAM DESCRIPTION:

Financial reporting is intended to provide information useful for many purposes. The reporting function helps fulfill government's duty to be publicly accountable, as well as to help satisfy the needs of users who rely on the reports as an important source of information for decision making.

Financial reports and statements are the end products of the accounting process. You will find attached the following reports:

- Ratification of May 2019 Disbursements, all funds
 - List of disbursements for the month by type of expenditure
- Financial Reports
 - Year-to-Date Cash Receipts and Expenditures, General Fund only
 - Investment Report

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Michele Reynolds, CPA, Director of Finance

Recommended for ratification:



Dr. Thomas Randle
Superintendent

SCHEDULE OF MAY 2019 DISBURSEMENTS

IMPACT/RATIONALE:

All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of May total \$29,528,528 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	17,659,185
614	Employee Benefits	851,166
621	Professional Services	86,162
622	Tuition and Transfer Payments	6,163
623	Education Services Center	19,897
624	Contracted Maintenance and Repair Services	473,261
625	Utilities	712,446
626	Rentals and Operating Leases	52,858
629	Miscellaneous Contracted Services	1,730,970
631	Supplies and Materials for Maintenance and Operations	557,102
632	Textbooks and Other Reading Materials	131,768
633	Testing Materials	47,468
634	Food Service	645,355
639	General Supplies and Materials	1,201,806
641	Travel and Subsistence -- Employee and Student	104,318
642	Insurance and Bonding Costs	5,274
643	Election Expense	883
649	Miscellaneous Operating Costs/Fees and Dues	76,866
659	Other Debt Services Fees	2,800
662	Building Purchase, Construction, and/or Improvements	4,720,419
663	Furniture & Equipment - \$5,000 or more per unit cost	433,482
129	Misc. Receivable/Alternative Certification Fees	2,052
131	Inventory Purchases	1,164
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	5,663
	Total	29,528,528

PROGRAM DESCRIPTION:

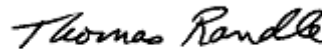
The report above represents all expenditures made during the month of May 2019. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,
Director of Finance

Recommended for approval:



Dr. Thomas Randle
Superintendent

**LAMAR CONSOLIDATED I.S.D.
GENERAL FUND
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES
(BUDGET AND ACTUAL)
AS OF MAY 31, 2019**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	172,174,757.00	171,077,499.00	(1,097,258.00)	99.4%
5800-STATE PROGRAM REVENUES	107,034,939.00	55,885,084.00	(51,149,855.00)	52.2%
5900-FEDERAL PROGRAM REVENUES	4,925,000.00	1,463,818.00	(3,461,182.00)	29.7%
TOTAL- REVENUES	284,134,696.00	228,426,401.00	(55,708,295.00)	80.4%
EXPENDITURES				
6100-PAYROLL COSTS	237,759,889.00	172,656,656.00	65,103,233.00	72.6%
6200-PROFESSIONAL/CONTRACTED SVCS.	25,915,132.00	15,012,247.00	10,902,885.00	57.9%
6300-SUPPLIES AND MATERIALS	14,644,747.00	9,084,320.00	5,560,427.00	62.0%
6400-OTHER OPERATING EXPENDITURES	5,982,788.00	3,779,419.00	2,203,369.00	63.2%
6600-CAPITAL OUTLAY	1,823,361.00	1,133,466.00	689,895.00	62.2%
TOTAL-EXPENDITURES	286,125,917.00	201,666,108.00	84,459,809.00	70.5%

Local Investment Pools
as of May 31, 2019

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	2,318,520.89	0.00	0.00	4,726.93	2,323,247.82
General Account	94,406,218.25	4,300,000.00	21,779,489.34	177,426.32	77,104,155.23
Health Insurance	859,789.01	1,512,822.67	2,350,000.00	2,752.13	25,363.81
Workmen's Comp	62,756.05	16,666.67	60,000.00	96.78	19,519.50
Property Tax	7,181,991.69	1,566,630.23	0.00	16,214.90	8,764,836.82
Vending Contract Sponsor	298,783.34	0.00	0.00	609.18	299,392.52
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Capital Projects Series 2005	236,751.83	810,482.00	0.00	960.03	1,048,193.86
Student Activity Funds	38,361.72	0.00	0.00	78.17	38,439.89
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	217,373.75	0.00	0.00	443.18	217,816.93
Common Threads Donation	55,335.95	0.00	0.00	112.80	55,448.75
Debt Service 2012A	802,529.11	0.00	0.00	1,636.18	804,165.29
Debt Service 2012B	2,122.48	0.00	0.00	4.34	2,126.82
Debt Service 2014A	761,979.97	0.00	0.00	1,553.49	763,533.46
Debt Service 2014B	498,030.38	0.00	0.00	1,015.39	499,045.77
Debt Service 2013	1,169.82	0.00	0.00	2.48	1,172.30
Debt Service 2013A	2,364.79	0.00	0.00	4.82	2,369.61
Debt Service 2015	7,723.90	0.00	0.00	15.73	7,739.63
Debt Service 2016A	1,075,059.93	0.00	0.00	2,191.77	1,077,251.70
Debt Service 2016B	285,403.98	0.00	0.00	581.89	285,985.87
Debt Service 2017	884,489.51	0.00	0.00	1,803.27	886,292.78
Debt Service 2017 Capitalized Interest	2,079,867.65	0.00	0.00	4,240.33	2,084,107.98
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Debt Service 2018	8,979,560.60	0.00	0.00	18,307.21	8,997,867.81
Capital Projects 2018	86,558,606.84	0.00	750,862.41	175,412.29	85,983,156.72
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,218.04	0.00	0.00	10.41	5,228.45
Workers' Comp	749,159.73	0.00	0.00	1,493.93	750,653.66
Property Tax Fund	33,422.30	0.00	0.00	66.65	33,488.95
General Fund	2,689,484.78	0.00	0.00	5,363.21	2,694,847.99
Food Service Fund	94,043.48	0.00	0.00	187.54	94,231.02
Debt Service Series 1996	318.80	0.00	0.00	0.64	319.44
Capital Project Series 1998	728.16	0.00	0.00	1.45	729.61
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	2.43	0.00	0.00	0.00	2.43
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	399.17	0.00	0.00	0.80	399.97
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	0.06	0.00	0.00	0.00	0.06
Capital Projects 2014B	17.70	0.00	0.00	0.04	17.74
Capital Projects 2015	955.96	0.00	0.00	961.78	1,917.74
Debt Service Series 2015	482,305.06	0.00	0.00	1.91	482,306.97
Capital Projects 2017	7,195,487.06	0.00	0.00	14,348.82	7,209,835.88
Capital Projects 2018	76,227,464.53	0.00	0.00	152,008.38	76,379,472.91
Debt Service Series 2018	3,055,612.77	0.00	0.00	6,093.33	3,061,706.10
MBIA Texas CLASS Fund					
General Account	16,119,323.49	0.00	0.00	35,035.91	16,154,359.40
Capital Project Series 1998	950.23	0.00	0.00	2.13	952.36
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	5,237,200.44	0.00	747,464.63	10,853.67	4,500,589.48
Debt Service 2015	989,481.16	0.00	0.00	2,150.68	991,631.84
Capital Projects 2017	21,710,524.71	0.00	0.00	44,657.20	21,755,181.91
TEXSTAR					
Capital Projects Series 2007	772.38	0.00	0.00	1.55	773.93
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	1,006,665.33	0.00	0.00	2,056.04	1,008,721.37
Debt Service Series 2012A	0.03	0.00	0.00	0.00	0.03
Debt Service Series 2012B	0.17	0.00	0.00	0.00	0.17
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	2.67	0.00	0.00	0.00	2.67
Capital Projects 2014A	4,772.33	0.00	0.00	9.74	4,782.07
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	3,397,672.67	0.00	0.00	6,939.61	3,404,612.28
Capital Projects 2015	1.40	0.00	0.00	0.00	1.40
Capital Projects 2017	14,277,512.80	0.00	0.00	29,161.15	14,306,673.95
Capital Projects 2018	88,601,420.80	0.00	0.00	180,964.24	88,782,385.04
Debt Service 2018	3,667,090.34	0.00	0.00	7,489.87	3,674,580.21
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,046,028.11	0.00	0.00	2,143.09	1,048,171.20
Capital Projects Series 2008	146.49	0.00	0.00	0.30	146.79
Capital Projects Series 2012A	58.85	0.00	0.00	0.12	58.97
Capital Projects Series 2014A	2,460.39	500,000.00	0.00	300.94	502,761.33
Capital Projects Series 2014B	1,747,006.78	0.00	615,429.80	3,326.08	1,134,903.06
Debt Service 2015	140,244.37	0.00	0.00	287.33	140,531.70
Capital Projects 2015	8,617,397.02	0.00	1,192,007.35	16,995.54	7,442,385.21
Capital Projects 2017	12,247,307.25	0.00	3,128,775.59	21,426.45	9,139,958.11
Capital Projects 2018	43,147,553.46	0.00	528,789.00	88,122.25	42,706,886.71
Debt Service 2018	1,833,800.91	0.00	0.00	3,757.08	1,837,557.99

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	2.40	\$410,189.61
LONE STAR ACCOUNT INTEREST	2.35	\$180,538.89
MBIA TEXAS CLASS ACCOUNT INTEREST	2.56	\$92,699.59
TEXSTAR ACCOUNT INTEREST	2.43	\$226,622.20
TEXAS TERM/DAILY ACCOUNT INTEREST	2.41	\$136,359.18
TOTAL CURRENT MONTH EARNINGS		\$1,046,409.47
EARNINGS 9-01-18 THRU 4-30-19		\$8,101,912.16
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$9,148,321.63

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

That the Board of Trustees consider approval of budget amendment requests.

IMPACT/RATIONALE:

The proposed budget amendments require school board approval because budgeted funds are being reallocated between functional categories and/or new budgets are being established.

PROGRAM DESCRIPTION:

Budget amendments are mandated by the state for budgeted funds reallocated from one functional level, and state and/or federal program to another. These budget changes are usually the result of unexpected levels of expenditures in certain categories and amendments are for legal compliance. Other budget amendments are determined by the School Board.

Since the operating budget for Lamar CISD is adopted at the functional level, budget revisions are required for reallocations between functional levels or when new budgets are being established. All necessary budget amendments must be formally adopted by the School Board and recorded in the Board minutes. (TEA Financial Accountability System Resource Guide, Financial Accounting & Reporting, Update 15.0)

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Yvonne Dawson, RTSBA, Director of Budget and Treasury

Recommended for approval:



Dr. Thomas Randle
Superintendent

Lindsey Elementary is requesting a budget change to purchase instructional supplies.

199-31	Guidance and Counseling	(300.00)
199-11	Classroom Instruction	300.00

Navarro Middle School is requesting a budget change to pay for teacher travel to Rice University AP Institute.

199-11	Instruction	(400.00)
199-13	Curriculum and Instr. Staff Development	400.00

Roberts Middle School is requesting a budget change to purchase instructional supplies.

199-13	Curriculum and Instr. Staff Development	(3,130.00)
199-11	Classroom Instruction	3,130.00

Leaman Junior High School is requesting a budget change to transfer unused funds to purchase instructional supplies.

199-12	Instr. Resources and Media Services	(36.00)
199-13	Curriculum and Instr. Staff Development	(247.00)
199-31	Guidance and Counseling	(440.00)
199-36	Co-curricular/Extracurricular Activities	(61.00)
199-11	Classroom Instruction	784.00

Fulshear High School is requesting a budget change to transfer donated funds to purchase athletic equipment.

199-81	Facilities Acquisition & Construction	(15,000.00)
199-36	Co-curricular/Extracurricular Activities	15,000.00

The Teaching and Learning Department is requesting a budget change pay for Pink Elementary Reading Recovery teacher to attend Bilingual Dyslexia training.

199-11	Classroom Instruction	(2,500.00)
199-13	Curriculum and Instr. Staff Development	2,500.00

The Special Education Department is requesting four budget changes.

The first budget change is to purchase instructional supplies for the summer Dyslexia program and to pay Reading Interventionist to provide Dyslexia intervention to students over the summer.

199-13	Curriculum and Instr. Staff Development	(9,000.00)
199-11	Classroom Instruction	5,000.00
199-21	Instructional Leadership	4,000.00

The second budget change is to purchase instructional supplies from funds remaining due to cancellation of Special Olympics.

199-36	Co-curricular/Extracurricular Activities	(16,596.00)
199-11	Classroom Instruction	16,596.00

The third budget change is to provide staff development training for PPCD staff.

199-51	Plant Maintenance & Operations	(1,333.00)
199-36	Co-curricular/Extracurricular Activities	(789.00)
199-13	Curriculum and Instr. Staff Development	2,122.00

The fourth budget change is to pay staff for Extended School Year (ESY).

199-33	Health Services	(99,390.00)
199-31	Guidance and Counseling	(20,000.00)
199-36	Co-curricular/Extracurricular Activities	(1,500.00)
199-11	Classroom Instruction	120,890.00

The Performing and Visual Arts Department is requesting two budget changes.

The first budget change is to purchase musical instruments and sheet music for the Orchestra program and Art II Sculpture supplies.

199-36	Co-curricular/Extracurricular Activities	(48,300.00)
199-11	Classroom Instruction	48,300.00

The second budget change is to purchase office supplies and a district cell phone for the Director of Performing and Visual Arts.

199-51	Plant Maintenance & Operations	(870.00)
199-21	Instructional Leadership	870.00

The Maintenance and Operations Department is requesting a budget change to pay for the move of portable buildings to Austin Elementary and Pink Elementary. This amount includes costs for moving expenses, canopies, ramp and deck, fire alarms, and electricity.

199-81	Facilities Acquisition & Construction	(75,000.00)
199-51	Plant Maintenance & Operations	75,000.00

The Office of the Chief Financial Officer and Special Education Department are requesting an amendment to the budget to pay claims administration expenses related to the SHARS program.

199-41	General Administration	100,000.00
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**CONSIDER APPROVAL OF RESOLUTION REGARDING CLOSURE
OF SCHOOLS DUE TO INCLEMENT WEATHER/FLOODING**

RECOMMENDATION:

That the Board of Trustees approve a resolution regarding the closure of schools on Friday, May 10, 2019 and authorize the payment of employees.

IMPACT/RATIONALE:

To cooperate with state and local officials to reduce potential traffic and to keep students, parents, and employees safe from the perils associated with inclement weather, such as flooding and other conditions, the District was closed for one (1) instructional day. The total number of minutes embedded in Lamar CISD's instructional calendar for 2018-19 (including time allotted for professional development of staff) exceeded the Texas Education Agency's (TEA's) 75,600-minute requirement to meet the regulations. Therefore, students were not required to make up the time missed during the one bad weather day.

The Board of Trustees may find that a public purpose exists to pay employees for the day missed and that such payment is necessary in the conduct of the public schools, in accordance with the Texas Education Code, Section 45.105(c). Further, non-exempt employees who were required to report to work on May 10th will be paid at the premium rate of 1.5 times their regular hourly rate for the hours worked in accordance with Board Policy DEA (Local).

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:



Thomas Randle
Superintendent

RESOLUTION REGARDING CLOSURE OF SCHOOLS DUE TO INCLEMENT WEATHER

WHEREAS, the Lamar Consolidated Independent School District Board of Trustees recognizes that the territory included in the Lamar Consolidated Independent School District was experiencing ongoing severe flooding and other conditions resulting from inclement weather; and,

WHEREAS, pursuant to cooperative efforts with state and local officials to reduce potential traffic and to keep students, parents and employees safe from street flooding and other dangers, Lamar Consolidated Independent School District was closed for one (1) day on Friday, May 10, 2019; and,

WHEREAS, Lamar Consolidated Independent School District will not need to make-up the missed instructional minutes since the weather closure did not exceed the additional instructional minutes embedded in the 2018-19 Instructional Calendar; and,

WHEREAS, the Board of Trustees of the Lamar Consolidated Independent School District seek to retain its employees and facilitate their return to duty; and,

WHEREAS, the Board of Trustees of the Lamar Consolidated Independent School District finds that compensating employees for one (1) school day missed and not made up through a revised calendar serves an important public purpose in that continued retention of such employees shall enable the school district to efficiently resume educational activities; and,

WHEREAS, the Board of Trustees of the Lamar Consolidated Independent School District recognizes that some hourly, non-exempt employees worked during the day of closure (potentially including the following weekend), and for their efforts, a public purpose exists in providing such employees additional compensation to the extent and in accordance with terms and conditions as may be approved by the Superintendent.

IT IS THEREFORE:

RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District hereby authorizes the administration to compensate employees for one (1) school day when the District was closed, at their regular hourly rate of pay, according to the duty schedule they would have otherwise worked; and

FURTHER RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District hereby authorizes the Superintendent, in his discretion and in accordance with terms and conditions as he deems necessary and appropriate, to provide additional compensation to hourly, non-exempt employees who worked at the District when the District was closed on May 10, 2019 due to inclement weather.

Approved this 20th day of June, 2019

By: _____
Kay Danziger, President

Attest: _____
Mandi Bronsell, Secretary

**DISCUSSION AND POSSIBLE ACTION ON REQUEST FOR 2019 HISTORIC SITE
EXEMPTION QUALIFICATION FOR THE DARST-YODER HOUSE**

BACKGROUND INFORMATION:

In accordance with Board Policy CCG (Local), the representative for The Darst-Yoder House has applied for a historic tax exemption for the taxes to be levied for the 2019-20 school year.

TAXPAYER	LOCATION/TYPE OF PROPERTY	PROPERTY VALUE	ESTIMATED AMOUNT OF TAX RELIEF
The Darst-Yoder House	300 South 9th Street Richmond, TX 77469	\$424,150	\$1,978.29*

*The estimated tax amount for this property, based on the 2018 tax rate and current exemptions granted, is \$5,409.19. The amount of tax relief requested above represents a freeze ceiling set in place in 1978.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

R112635

Application for Historic or Archeological Site Property Tax Exemption

Fort Bend Central Appraisal District

281-344-8623

Appraisal District's Name

Phone (area code and number)

2801 B F Terry BLVD Rosenberg, TX 77471

Address, City, State, ZIP Code

GENERAL INSTRUCTIONS: This application is for use in claiming a property tax exemptions pursuant to Tax Code Section 11.24.

FILING INSTRUCTIONS: You must furnish all information and documentation required by this application so that the chief appraiser is able to determine whether the statutory qualifications for the exemption have been met. This document and all supporting documentation must be filed with the appraisal district office in each county in which the property is located. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for appraisal district offices may be found on the Comptroller's website.

APPLICATION DEADLINES: You must file the completed application with all required documentation beginning Jan. 1 and no later than April 30 of the year for which you are requesting an exemption.

ANNUAL APPLICATION REQUIRED: You must apply for this exemption each year you claim entitlement to the exemption.

OTHER IMPORTANT INFORMATION

Pursuant to Tax Code Section 11.45, after considering this application and all relevant information, the chief appraiser may request additional information from you. You must provide the additional information within 30 days of the request or the application is denied. For good cause shown, the chief appraiser may extend the deadline for furnishing the additional information by written order for a single period not to exceed 15 days.

State the tax year for which you are applying for this exemption.

2019

2019

Tax Year

STEP 1: Property Owner/Applicant

Wimona Faye Johnson

Name of Property Owner

3005 9th ST.

Mailing Address

Richardson, TX 77469

City, State, ZIP Code

281-342-4506

Phone (area code and number)

Property Owner is a(n) (check one):

Individual

Partnership

Corporation

Other (specify):

Wimona Faye Johnson

Name of Person Preparing this Application

OWNER

Title

44932-6387

Driver's License, Personal I.D. Certificate or Social Security Number*

If this application is for an exemption from ad valorem taxation of property owned by a charitable organization with a federal tax identification number, that number may be provided in lieu of a driver's license number, personal identification certificate number or social security number:

* Unless the applicant is a charitable organization with a federal identification number, the applicant's driver's license number, personal identification certificate number or social security number is required. Pursuant to Tax Code Section 11.48(a), a driver's license, personal I.D. certificate or social security number provided in an application for an exemption filed with a chief appraiser is confidential and not open to public inspection. The information may not be disclosed to anyone other than an employee of the appraisal office who appraises property, except as authorized by Tax Code Section 11.48(b).

Received

JAN 17 2019

STEP 2: Property Information

Describe the property for which you are seeking this exemption.

300 So. 9th St.
Address, City, State, ZIP Code

Richmond TX 77469
Legal Description (if known)

Appraisal District Account Number (if known)

STEP 3: Taxing Units that have Granted an Exemption

List the taxing units that have granted an exemption pursuant to Tax Code Section 11.24. For each taxing unit identified, attach copies of documents reflecting official action of the governing body that provides for an exemption.

County & City

STEP 4: Official Historical and Archeological Designations

1. Has the property been designated as a Recorded Texas Historic Landmark under Government Code Chapter 442 or as a state archeological landmark under Natural Resources Code Chapter 191 by the Texas Historical Commission? Yes No

If yes, attach copies of documents reflecting designation.

2. Has the property been designated as a historically or archeologically significant site in need of tax relief to encourage its preservation pursuant to an ordinance or other law adopted by the governing body of the unit? Yes No

If yes, attach copies of documents reflecting designation.

STEP 5 Read, Sign and Date

By signing this application, you certify that the information provided in this application is true and correct.

print here WINONA Faye JOHNSON
Print Name

OWNER
Title

sign here Winona Faye Johnson
Authorized Signature

JANUARY 14, '19
Date

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

Received
JAN 17 2019
FORT BEND CAD

**CONSIDER DESIGNATION OF TEXAS ASSOCIATION OF SCHOOL BOARDS
DELEGATE AND ALTERNATE TO THE 2019 TEXAS ASSOCIATION OF
SCHOOL BOARDS (TASB) FALL CONVENTION**

RECOMMENDATION:

That the Board of Trustees designate _____ as the delegate
and _____ as the alternate to the 2019 Texas Association of
School Boards fall convention.

IMPACT/RATIONALE:

Each year the Board designates a delegate and alternate to represent our district at the TASB fall convention. Last year, our delegate was Kay Danziger and our alternate was Kathryn Kaminski. The 2019 TASB/TASA Convention will be held in Dallas, Texas, September 20-22, 2019.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF PROFESSIONAL TOPOGRAPHIC SURVEYING
SERVICES FOR TRAYLOR STADIUM PRESS BOX PROJECT**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying services for the Traylor Stadium press box project in the amount of \$11,000 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

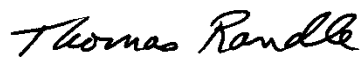
Professional topographic surveying is a professional services that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, Charlie Kalkomey Surveying, Inc. will provide the topographic survey information needed for the design of the Traylor Stadium press box.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CHARLIE KALKOMEY SURVEYING, INC.
A JONES & CARTER COMPANY**

1229 CORPORATE DRIVE, SUITE 100
ROSENBERG, TEXAS 77471
281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

May 22, 2019

Mr. Kevin McKeever
mckeeper@lcisd.org

Re: Cost Estimate and Contract
Topographic Survey services of the Traylor Stadium Press Box
Lamar Consolidated High School Campus
J. W. Moore Survey, Abstract 61
City of Rosenberg, Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding the District requires a topographic survey of the existing Traylor Stadium Press Box at the L.C.H.S. campus on Avenue I and East Stadium Drive, per the attached exhibit. We understand the architect for this project needs the location of underground utilities, specific details of the press box structure and bleachers, and general details of the surrounding area.

Scope of Services

I. Topographic Survey

We will perform an on-the-ground topographic survey of the Project Site, including finish floor elevation of the existing press box, elevations of the bleacher seats and steps, existing grade elevations in and around the area below the bleachers, as accessible, and general topographic data of the track and football field immediately adjacent to the press box side of the stadium. In an effort to increase efficiency, we will integrate data from previous topographic surveys on Traylor Stadium to include support columns, structures and other features under the bleachers. Additionally we will locate visible utilities based upon available above-ground evidence and markings from an underground locating service, and the inverts and flowlines of all drainage facilities within the Project Site.

The final product will be an electronic file in AutoCAD format that can be provided to the District's architect.

Project Fee

I.	Topographic Survey	\$9,500.00
II.	Underground Locating Service (subcontractor)	\$1,500.00

The total fee for these services is \$11,000.00.

This fee includes costs for an underground locating service.

This fee is based upon the District providing us full access throughout the Project Site.

This contract is subject to the terms of the attached General Conditions Agreement.

Again, thank you for considering this proposal. If these terms are agreeable, please indicate by signing in the space provided below and returning this contract. We look forward to working with you on this project.

Sincerely,



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
E:\Surveying\proposals\LCISD Traylor Stadium Pressbox.doc
Enclosures

Accepted By: (Signature)
(Party liable for payment)

Date

Name (Printed)

Title

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (JC) to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by JC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the surveying profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by JC.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay JC for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by JC on a monthly basis and the full amount shall be due and payable to JC upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify JC in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by JC more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, field notes, and data provided or furnished by JC pursuant to this AGREEMENT are instruments of service in respect to the Project and JC shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by JC for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to JC, and the CLIENT shall indemnify and hold harmless JC from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

INSURANCE

JC agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

JC agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that JC shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of drawings, preparation of surveys, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent surveyor in the same or similar circumstances or conditions.

In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit JC's liability arising from JC's professional acts, errors or omissions, such that the total aggregate liability of JC shall not exceed JC's total fee for the services rendered on this project.

INDEMNIFICATION

JC agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by JC's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom JC is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JC harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

JC is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to JC and JC shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or JC employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of JC's services either by the CLIENT or by JC, upon seven (7) days written notice to the other at the address of record.

Termination shall release each part from all obligation of this AGREEMENT except compensation payable to JC for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with JC's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and JC each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor JC shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and JC.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.

**CONSIDER APPROVAL OF A GEOTECHNICAL STUDY FOR THE
TRAYLOR STADIUM PRESS BOX PROJECT**

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for the Traylor Stadium press box project in the amount of \$3,600 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Geotechnical engineering services are a professional service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design and construction of the new Traylor Stadium Press Box.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent



June 6, 2019

Lamar Consolidated Independent School District (LCISD)
3911 Avenue I
Rosenberg, Texas 77471

Attn: Mr. Kevin McKeever
Executive Director of Facilities & Planning

Re: Cost Estimate for Geotechnical Engineering Services
LCISD Traylor Stadium Press Box
4606 Mustang Avenue
Rosenberg, Texas
Terracon Document No. P92195282

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide Geotechnical Engineering Services for the above referenced project. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services. The following are exhibits to the attached agreement for services.

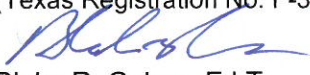
Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule

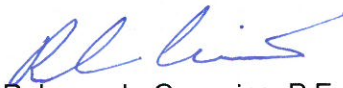
Our base fee to perform the scope of services described in this document is **\$3,200**. See **Exhibit C** for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this document can be issued by signing and returning a copy of the attached Agreement for Services to our office. If you have any questions, please do not hesitate to contact us.

Sincerely,

Terracon Consultants, Inc.
(Texas Registration No. F-3272)


Blake R. Goben, E.I.T.
Staff Geotechnical Engineer


Rebecca L. Cummins, P.E.
Project Engineer


Brian C. Ridley, P.E.
Senior Project Manager

Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043
P (713)-690-8989 F (713)-690-8787 terracon.com

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Traylor Stadium Press Box Improvements project ("Project"), as described in Consultant's Proposal dated 06/06/2019 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
By: Brian C Ridley Date: **6/6/2019**
Name/Title: **Brian C Ridley, P.E. / Project Manager**
Address: **11555 Clay Rd, Ste 100**
Houston, TX 77043-1239
Phone: **(713) 690-8989** Fax: **(713) 690-8787**
Email: **Brian.Ridley@terracon.com**

Client: **Lamar Consolidated ISD**
By: _____ Date: _____
Name/Title: _____
Address: _____
Phone: _____ Fax: _____
Email: _____

EXHIBIT A - PROJECT UNDERSTANDING

Our scope of work is based on our understanding of the project as described to us by PBK Sports and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project that are undefined or assumed are highlighted as shown below. We request the design team provide input to verify this information prior to our initiation of field exploration activities.

Site Location

Item	Description
Site information	The project site is located within the existing Lamar Consolidated High School campus at 4606 Mustang Avenue in Rosenberg, Texas
Existing conditions	We understand the site is occupied by an athletic track and field, bleachers, and associated asphaltic concrete pavements at the time of this cost estimate.
Current ground cover	Asphaltic concrete.
Site access	We expect the site and exploration locations are accessible with our truck-mounted drilling equipment during normal business hours.

Planned Construction

Item	Description
Proposed improvements ¹	A new press box with a footprint area of approximately 2,500 square feet located on the northern portion of the existing track and field.
Building construction	Steel-frame construction.
Maximum column loads	100 to 150 kips.
Planned foundation system	Drilled-and-underreamed footings.

^{1.} We understand the existing press box is planned to be converted to a film deck, and no additional recommendations are requested at this time.

EXHIBIT B - SCOPE OF SERVICES

Our proposed scope of services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program consists of the following:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
2	20	Press Box Area

¹: Below existing grade.

Boring Layout and Elevations: We use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-25 feet. Field measurements from existing site features are also utilized. If available, approximate elevations are obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We advance soil borings with truck-mounted drilling equipment using solid stem continuous flight augers. Samples are obtained at 2-foot intervals in the upper 12 feet of each boring and at intervals of 5 feet thereafter. Soil samples are generally recovered using open-tube samplers. Hand penetrometer tests are performed on samples of cohesive soils to serve as a general measure of consistency. Granular soils and soils for which good quality open-tube samples could not be recovered are generally sampled by means of the Standard Penetration Test (SPT).

The samples are placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer. In addition, we observe and record groundwater levels during drilling and sampling.

Our exploration team prepares field boring logs as part of standard drilling operations. Field boring logs also include sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the geotechnical engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: We will auger and remove the existing pavement at the proposed boring locations to help access the underlying subgrade. We backfill borings with auger cuttings and patch at the surface with asphaltic concrete. Our services do not include repair of the site beyond

backfilling our borings. Excess auger cuttings are dispersed a nearby grassy area. Because backfill material often settles below the surface after a period, we recommend borings be checked periodically and backfilled, if necessary. We can provide this service or grout the holes for additional fees, at your request.

Safety

Terracon is currently not aware of any environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include any level of environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon complies with local regulations to request a utility location service through Texas 811. We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

All private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities that are not made aware to us. If the owner/client is not able to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with these additional services are not included in our current scope of services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this document, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services.

Laboratory Testing

The project engineer reviews field data and assigns various laboratory tests to better understand the engineering properties of various soil strata. Procedural standards noted below are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practices and professional judgement. Standards noted below include reference to other related standards. Such references are not necessarily applicable to describe the specific test performed.

- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D7263 Standard Test Methods for Laboratory Determination of Density (Unit Weight) of Soil Specimens
- ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D1140 Standard Test Methods for Amount of Materials in Soils Finer than the No. 200 Sieve
- ASTM D2166/D2166M Standard Test Method for Unconfined Compressive Strength of Cohesive Soil

Our laboratory testing program includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs are evaluated by a professional engineer licensed in the State of Texas. The engineer develops a geotechnical site characterization, performs the engineering calculations necessary to evaluate foundation alternatives, and develops appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport** system. Upon initiation we will provide you and your design team the necessary link and password to access the website (if you don't already have one). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to all project documents as they are uploaded to the site, and a collaboration portal. A typical delivery process includes three basic stages:

- Project Planning – Document information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, a collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

Cost Estimate for Geotechnical Engineering Services

LCISD Traylor Stadium Press Box ■ Rosenberg, Texas

June 6, 2019 ■ Terracon Document No. P92195282



When services are complete, we will upload a printable version of our complete geotechnical engineering report. This includes the professional engineer's seal and signature, which documents our services. All previous submittals, collaboration, and final report will be maintained in our system indefinitely. This allows future reference and integration into subsequent aspects of our services, as the project goes through final design and construction.

The Geotechnical Engineering report provides recommendations regarding site and subgrade preparation and foundation design and construction.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A** and our planned scope of services outlined in **Exhibit B**, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$3,200

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Estimated Fees	Initial for Authorization
Private Utility Locate Service ¹	\$400	

^{1.} If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Our scope of services does not include services associated with clearing of pathways, surveying of boring locations, special equipment for wet and/or soft ground conditions, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$130 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this document. If conditions are encountered that require scope of work revisions and/or result in higher fees, we will contact you for approval, prior to initiating these services. A supplemental document stating the modified scope of services as well as its effect on our fee will be prepared. We will not proceed without your authorization, as evidenced by your signature on a Supplemental Agreement for Services form.

Project Schedule

We developed a schedule to complete the scope of services, based upon our existing availability and understanding of your project schedule. However, this does not account for any delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

<i>GeoReport</i> Stage	Posting Date from Notice to Proceed ^{1, 2}
Project Planning	5 working days
Site Characterization	15 working days
Geotechnical Engineering	20 working days

1. Upon receipt of your notice to proceed we will activate the schedule component of our *GeoReport* website with specific, anticipated working dates for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our *GeoReport* website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

**CONSIDER APPROVAL OF ELECTRICAL PROPOSAL FOR THE SERVING LINES
AT GEORGE JUNIOR HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Urbish Electric, LLC. for the serving lines at George Junior High School in the amount of \$9,408.

IMPACT/RATIONALE:

The current RFP# 06-2017LN allows the District to use Urbish Electric, LLC for this work. The funds for this project are budgeted in the 2017 Bond.

PROGRAM DESCRIPTION:

Upon approval Urbish Electric, LLC., will provide the electricity needed for the serving lines at George Junior High School.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

URBISH ELECTRIC, LLC

Economical and Dependable Service

POST OFFICE BOX 1459 - ROSENBERG, TEXAS 77471-1459

PHONE 281-342-5321 - FAX 281-239-7639

TECL # 26494

June 6, 2019

Lamar CISD
George Jr High
Serving Lines

Attn: Kevin McKeever
Executive Director Facilities and Planning

Dear Sir,

Our price to run 100 amp 120/208 volt single phase service to two serving lines would be \$9408.00 dollars.

Sincerely,



Walter Urbish

**CONSIDER APPROVAL OF ELECTRICAL PROPOSAL FOR THE SERVING LINES
AT TERRY HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Urbish Electric, LLC. for the serving lines at Terry High School in the amount of \$16,300.

IMPACT/RATIONALE:

The current RFP# 06-2017LN allows the District to use Urbish Electric, LLC for this work. The funds for this project are budgeted in the 2017 Bond.

PROGRAM DESCRIPTION:

Upon approval Urbish Electric, LLC., will provide the electricity needed for the serving lines at Terry High School.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

URBISH ELECTRIC, LLC

Economical and Dependable Service

POST OFFICE BOX 1459 - ROSENBERG, TEXAS 77471-1459

PHONE 281-342-5321 - FAX 281-239-7639

TECL # 26494

June 6, 2019

Lamar CISD
Terry High School
Serving Lines

Attn: Kevin McKeever
Executive Director Facilities and Planning

Dear Sir,

Our price to run 100 amp 120/240 volt single phase service to three serving lines would be \$16,300.00 dollars.

Sincerely,



Walter Urbish

**CONSIDER APPROVAL OF DATA FOR THE SERVING LINES AT
TERRY HIGH AND GEORGE JUNIOR HIGH SCHOOLS**

RECOMMENDATION:

That the Board of Trustees approve TAG Communications for the data installation for the point of sale locations in the new serving lines at Terry High and George Junior High Schools in the amount of \$2,335.

IMPACT/RATIONALE:

The new serving lines for Terry High and George Junior High Schools are projects identified in the 2017 Bond Referendum. Lamar CISD is a member of the EPIC 6 cooperative. Through the EPIC 6 cooperative contract #21.17, TAG Communications can install the data lines for this project. This project is funded through the 2017 Bond funds.

Terry High	\$ 790
George Jr.	\$1,545

PROGRAM DESCRIPTION:

Upon approval TAG Communications will begin the data line installations for the point of sale location within the new serving lines at Terry High and George Junior High Schools.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

TAG Communications, L.P.

16422 Huffsmith-Kohrville Road
Houston, TX 77070

Voice (281) 376-7055

Fax (281) 376-7543

WWW.TAGCOMPANIES.COM



TAG Communications, L.P.

*Cabling Consultants and Contractors
Data Voice Fiber Optics*

June 10, 2019

EPIC6
RFP 21.17

Mr. Scot Hartfiel
Lamar Consolidated ISD

RE: Quotation for Terry High School– (3) Data drops for Serving Line.

Dear Sir:

TAG Communications is pleased to provide a quotation for additional cabling at Terry High School. After careful consideration of the existing conditions and the instructions provided, we are pleased to offer the following pricing and summarized scope of work.

Summarized Scope of Work:

1. TAG will provide materials and labor to add (3) Data cables for new serving lines. New Cat 6 cable provided by TAG shall be plenum rated.
2. TAG will provide labor and equipment to test and certify each cable installed.
3. TAG will provide labor and materials to install wire mold at the serving line.

Project Pre-Tax Sub-Total:

\$790.00

- Pricing is Pre-Tax, Sales Tax shall be calculated upon invoice – if applicable.
- TAG Communications' (Subcontractor) bid and its agreement to perform the work set forth herein are explicitly contingent upon subcontractor and contractor mutually-acceptable contract terms.

Should you have any questions about our proposal or require additional information, please do not hesitate to call me at (281) 378-5149. We appreciate the opportunity to be of service and we look forward to working with you again in the near future.

Sincerely,

Jesse Calvillo
Project Manager/ Estimator

TAG Communications, L.P.

16422 Huffsmith-Kohrville Road
Houston, TX 77070

Voice (281) 376-7055

Fax (281) 376-7543

WWW.TAGCOMPANIES.COM



TAG Communications, L.P.

*Cabling Consultants and Contractors
Data Voice Fiber Optics*

June 10, 2019

EPIC6
RFP 21.17

Mr. Scot Hartfiel
Lamar Consolidated ISD

RE: Quotation for George Junior High School– (2) Data drops for Serving Line.

Dear Sir:

TAG Communications is pleased to provide a quotation for additional cabling at George Junior High School. After careful consideration of the existing conditions and the instructions provided, we are pleased to offer the following pricing and summarized scope of work.

Summarized Scope of Work:

1. TAG will provide materials and labor to add (2) Data cables for new serving lines. New Cat 6 cable provided by TAG shall be plenum rated.
2. TAG will provide labor and equipment to test and certify each cable installed.
3. TAG will provide labor and materials to install wire mold at the serving line.
4. TAG will provide a man lift for access to high ceiling.

Project Pre-Tax Sub-Total:	\$1,545.00
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- Pricing is Pre-Tax, Sales Tax shall be calculated upon invoice – if applicable.
- TAG Communications' (Subcontractor) bid and its agreement to perform the work set forth herein are explicitly contingent upon subcontractor and contractor mutually-acceptable contract terms.

Should you have any questions about our proposal or require additional information, please do not hesitate to call me at (281) 378-5149. We appreciate the opportunity to be of service and we look forward to working with you again in the near future.

Sincerely,

Jesse Calvillo
Project Manager/ Estimator

**CONSIDER APPROVAL OF INSTALLATION OF THE ELECTRICITY FOR THE
LANGUAGE OTHER THAN ENGLISH (LOTE) LABS AT LAMAR CONSOLIDATED
HIGH, FOSTER HIGH, AND TERRY HIGH SCHOOLS**

RECOMMENDATION:

That the Board of Trustees approve Urbish Electric, LLC to install the electricity needed for the installation of Language Other Than English (LOTE) Labs at Lamar Consolidated High, Foster High, and Terry High Schools in the amount of \$2,767 and authorize the Board President to execute the proposal.

IMPACT/RATIONALE:

The electrical installation for the LOTE Labs is a professional service that the District must contract directly through the RFP# 06-2017LN.

PROGRAM DESCRIPTION:

Upon approval, Urbish Electric, LLC will provide the electrical installation services needed for completion of the project. The cost proposal is attached for reference.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent

URBISH ELECTRIC, LLC

Economical and Dependable Service

POST OFFICE BOX 1459 - ROSENBERG, TEXAS 77471-1459
PHONE 281-342-5321 - FAX 281-239-7639
TECL # 26494

June 5, 2019

Lamar CISD
LOTE Lab Electrical Installation
Lamar, Terry, Foster High Schools

Attn: Kevin McKeever
Executive Director Facilities and Planning

Dear Sir,

Our price to complete the electrical installation for the LOTE labs in Lamar D105 and D106, Terry 601 and 604, Foster 2805 and 2809, would be \$2767.00 dollars.

Sincerely,



Walter Urbish

**CONSIDER APPROVAL OF ELECTRICAL PROPOSAL
FOR THE GRAPHIC ARTS MOVE**

RECOMMENDATION:

That the Board of Trustees approve Urbish Electric, LLC. for the Graphic Arts Department in the new space in the Service Center in the amount of \$44,440.

IMPACT/RATIONALE:

The current RFP# 06-2017LN allows the District to use Urbish Electric, LLC for this work. The funds for this project are budgeted in the 2014 Bond.

PROGRAM DESCRIPTION:

Upon approval Urbish Electric, LLC., will provide the electricity needed for the Graphic Arts Department equipment at their new space in the Service Center.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

URBISH ELECTRIC, LLC

Economical and Dependable Service

POST OFFICE BOX 1459 - ROSENBERG, TEXAS 77471-1459
PHONE 281-342-5321 - FAX 281-239-7639
TECL # 26494

June 6, 2019

Lamar CISD
New Service Center, Graphic Arts Dept

Attn: Kevin McKeever
Executive Director Facilities and Planning

Dear Sir,

Our price is based on the following,

1. Install wiring and receptacles to the existing conduits as noted on the plan.
2. Install GFCI quad outlet on counter bar on south wall.
3. Install three additional quad outlets on the north side of the ½ wall, each on a separate circuit.
4. Add a power pole close to the right of the entrance on the west wall, feed from circuit above the drop ceiling.
5. Re arrange 220 outlets on the south side ½ wall for the color copier and associated equipment.
6. Add one 220 outlet on the column where the drill press is going to go.

For numbers three and five it may be necessary to cut some of the sheetrock on the ½ wall which will need to be repaired by others.

Our price to complete this work properly is \$44,440.00 dollars.

Sincerely,



Walter Urbish

**CONSIDER APPROVAL OF PLUMBING PROPOSAL FOR THE SERVING LINES
AT GEORGE JUNIOR HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the proposal from Phil's Plumbing Co. for the serving lines at George Junior High School in the amount of \$25,269.51.

IMPACT/RATIONALE:

The current RFP# 06-2017LN allows the District to use Phil's Plumbing Co. for this work. The funds for this project are budgeted in the 2017 Bond.

PROGRAM DESCRIPTION:

Upon approval Phil's Plumbing Co., will provide the plumbing needed for the serving lines at George Junior High School.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

Grudziecki Plumbing Co., Inc.
 Phil's Plumbing Co.
 9507 Church St.
 Needville, Tx 77461

Estimate

Date	Estimate #
6/4/2019	1027

Name / Address
L.C.I.S.D. 3911 Ave I. Rosenberg, Tx 77471

Job Address/ Workorder
George Junior High School 4601 Airport Rd. Rosenberg, TX 77471

Office (979) 793-4146		E-mail
Fax (979) 793-3252	www.philsplumbing-tx.com	philsplumbing@consolidated.net

Description	Qty	Cost	Total
Estimated job cost to demo approximately 80 square foot from the existing 3" hub drain located underneath the single compartment stainless steel sink in order to install two 12 x 12 porcelain floor sinks with half grates for the two new serving lines. Also to disconnect and move the single compartment stainless steel sink in order to dig down and replace the 3" p-trap and replace the hub drain with a 12 x 12 porcelain floor sink with a half grate. Also to install two 1/2' domestic cold water lines for each of the two new serving lines and also to backfill and repour the concrete slab to match the existing and to install new ceramic tile to match the existing as close as possible for the new serving lines at George Jr High Kitchen. All Plumbing work will be up to state and local codes.			0.00
Sub Contractor- Concrete		11,875.00	11,875.00
Sub Contractor - New Tile Replacement		4,750.00	4,750.00
Plumbing Materials		1,924.51	1,924.51
Labor		5,760.00	5,760.00
Rental Equipment		960.00	960.00

We appreciate the opportunity to submit this estimate. Please call should you have any questions.		Subtotal	\$25,269.51
Family owned and operated	All Plumbing work performed by Phil's Plumbing Co. will be up to State and Local Codes	Sales Tax ()	\$0.00
M-17814		Total	\$25,269.51
Texas State Board of Plumbing Examiners 929 East 41st. Street Austin, Texas 78765-4200 512-936-5200	Phil's Plumbing Co. is insured for your protection		

**CONSIDER APPROVAL OF PLUMBING PROPOSAL FOR THE SERVING LINES
AT TERRY HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the proposal from Phil's Plumbing Co. for the serving lines at Terry High School in the amount of \$24,704.91.

IMPACT/RATIONALE:

The current RFP# 06-2017LN allows the District to use Phil's Plumbing Co. for this work. The funds for this project are budgeted in the 2017 Bond.

PROGRAM DESCRIPTION:

Upon approval Phil's Plumbing Co., will provide the plumbing needed for the serving lines at Terry High School.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

Grudziecki Plumbing Co., Inc.
 Phil's Plumbing Co.
 9507 Church St.
 Needville, Tx 77461

Estimate

Date	Estimate #
6/4/2019	1028

Name / Address
L.C.I.S.D. 3911 Ave. I Rosenberg, Tx 77471 Attention: Accounts Payable

Job Address/ Workorder
Terry High School 5500 Ave. N Rosenberg, TX 77471

Office (979) 793-4146		E-mail
Fax (979) 793-3252	www.philsplumbing-tx.com	philsplumbing@consolidated.net

Description	Qty	Cost	Total
Kitchen - Estimated job cost to demo approximately 70 square feet from the existing 3" hub drains underneath the existing serving lines in order to install three 12 x 12 porcelain floor sinks with half grates for each of the three new serving lines also to install three 1/2" domestic cold water lines for each of the three new serving lines and also to backfill the concrete slab to match the existing and to install new ceramic tile to match the existing as close as possible for the new serving lines at Terry High School Kitchen. All plumbing work will be up to state and local codes.			0.00
Sub Contractor - Concrete		11,250.00	11,250.00
Sub Contractor - New Tile Replacement		3,250.00	3,250.00
Plumbing Materials		2,524.91	2,524.91
Labor		6,720.00	6,720.00
Equipment Rental		960.00	960.00

We appreciate the opportunity to submit this estimate. Please call should you have any questions.		Subtotal	\$24,704.91
Family owned and operated	All Plumbing work performed by Phil's Plumbing Co. will be up to State and Local Codes	Sales Tax ()	\$0.00
M-17814		Total	\$24,704.91
Texas State Board of Plumbing Examiners 929 East 41st. Street Austin, Texas 78765-4200 512-936-5200	Phil's Plumbing Co. is insured for your protection		

**CONSIDER APPROVAL OF MATERIALS TESTING SERVICES
FOR THE FOSTER HIGH SCHOOL ATHLETIC IMPROVEMENTS**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for materials testing for the Foster High School Athletic Improvements in the total amount of \$15,980 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Materials testing is a professional service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Materials testing services will generate reports and verify that materials are installed correctly as per the specifications. These reports are crucial in verifying the quality of the construction of Foster High School Athletic Improvements.

Submitted By: Chris Juntti, Interim Deputy Superintendent for Support Services
 Kevin McKeever, Executive Director of Facilities and Planning
 Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

May 29, 2019

Lamar Consolidated Independent School District
Attn: Mr. Kevin McKeever
3911 Avenue I
Rosenberg, Texas 77471

Subject: Proposal for Construction Materials Testing Services
LCISD Foster HS Athletic Improvements
4400 FM 723 Road
Richmond, Texas 77406
Terracon Proposal No. P92191290 Rev.1

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide construction materials engineering and testing services for the above referenced project. In this proposal we present our understanding of the scope of the project, our proposed services, and our budget estimate.

Terracon provided geotechnical services for this project. Our presence on this project and commitment to responsive quality services will make Terracon a valuable asset to the project.

A) PROJECT INFORMATION

The site is located 4400 FM 723 Road in Richmond, Texas. The project involves the construction of new baseball field and softball field dugouts. The dugout foundations will consist of drilled-and-underreamed footings. The slabs at grade will be supported by structurally suspended and supported slab system. The superstructure will consist of structural steel and CMU. We understand that there will be some utilities and sitework associated with the project.

Terracon was provided with the following construction documents for preparation of this proposal:

- Construction drawings issued dated May 24, 2019 prepared by PBK Sports;

If selected for this project, Terracon requests that we be placed on the distribution of all plan revisions.

B) SCOPE OF SERVICES

Terracon prepared the following scope of services based on our review and understanding of the documents listed above:

Earthwork:

1. Sample building pad subgrade, building pad select fill, trench backfill, and treated pavement subgrade. Prepare and test the samples for Atterberg Limits (ASTM D4318), moisture-density

relationship (ASTM D698, ASTM D558 and ASTM D1557), and if required by the project specifications, percent fines (ASTM D1140).

2. It is Terracon's experience that "blended" select fill soils are commonly used in the greater Houston area. Therefore, Terracon recommends that one sample of soil be obtained for every 250 cubic yards of select fill during construction of the building pad, a minimum of one sample per lift, to verify that the soil meets the requirements for Atterberg Limits (ASTM D4318) and if required by the project specifications, percent fines (ASTM D1140). **Samples typically require 2 to 3 working days for processing and testing in accordance with ASTM Standards. However, preliminary test results may be available as early as the following working day. It will be at the discretion of the contractor to suspend any additional placement of fill before Atterberg Limits test results are known. It should be noted that achieving compaction of placed soils prior to verification that placed soils meet select fill criteria does not constitute acceptance of the fill material.**
3. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633).
4. Perform density tests of the building subgrade, building pad select fill, trench backfill, when proper trench safety is provided by the contractor, and treated pavement subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

Foundations:

1. Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth, auger diameter, and chained belling tool diameter will be documented. The chained belling tool diameter will be measured when extended above ground for each bell size.
2. Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.
3. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

Cast-in-Place Concrete:

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173 or C231, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when conditioned curing boxes are provided by the contractor.

2. Concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards for structural concrete, 1 set of test cylinders every 100 cubic yards for slabs, and 1 set of test cylinders every 150 cubic yards for pavement concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
3. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1¼" or less. Four 6" x 12" concrete cylinders per set will be prepared for concrete having a nominal size aggregate of greater than 1¼". When 6" x 12" cylinders are prepared, two cylinders will be tested at 7 and 28 days. When 4" x 8" cylinders are prepared, two cylinders will be tested at 7 days and three cylinders will be tested at 28 days.
4. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. **Terracon recommends we be scheduled a minimum of 24 hours prior to each concrete placement.**
5. Within 48 hours of concrete placement, travel to project site to collect and transport hardened concrete test cylinders to Terracon's Houston laboratory for processing, curing and testing.

Masonry:

1. Observe and document the condition of storage areas for masonry materials.
2. Observe and document the mixing proportions of mortar and grout used during construction.
3. Observe the reinforcing steel in CMU walls and bond beams.
4. Sample the fresh grout during construction and cast grout prisms (ASTM C1019) for compressive strength tests.

Structural Steel Welded and Bolted Connections:

1. Provide a Certified Welding Inspector (CWI) in the field to visually check accessible field bolted/welded connections in accordance with applicable AISC and AWS specifications.
2. Perform visual inspections of metal decking for placement including overlap, fastener spacing, shear studs for number, pattern, and bond, supports at openings and penetrations, and puddle welds pattern, size and quality.
3. Utilize the Skidmore Wilhelm device to assist in determining the load capacity of delivered fasteners where slip critical connections are specified. Terracon recommends that this service be scheduled prior to erection. After the bolted sections are installed we will verify that the types of fasteners are as specified, and that the appropriate tensioning method is utilized.
4. Utilize an Ultrasonic Flaw detector to determine the quality of complete joint penetration welds

such as moment connections or splice connections. If the base material has a thickness of 5/16" or greater, Terracon recommends that those welds be tested by the Ultrasonic Method in accordance with AWS D1.1.

Project Management/ Administration:

A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for maintaining the project budget and will oversee the preparation of the final test reports.

Terracon recommends that the general contractor schedule pre-construction meetings prior to each phase of our proposed testing and observations to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.

Special Inspections Letter:

Upon completion of our services, a special inspection letter will be prepared, if requested. The letter will list services we performed and if the results and/ or observations were in compliance with the project documents. A copy of our test reports will be available with the special inspection letter if requested.

Scheduling Retests:

It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.

C) REPORTING

Results of field tests will be submitted verbally to available personnel at the site. Written reports of field tests and observations will be distributed within five business days. Test reports will be distributed via e-mail. You will need to provide Terracon with a distribution list prior to the beginning of the project. The list will need to include the company name, address, contact person name, phone number, and e-mail address for each person.

Our reported test locations will typically be estimated by pacing distances and approximating angles and elevations from local control data (staking and layout lines) provided by others on site. The accuracy of our locations will be dependent on the accuracy, availability and frequency of the control points provided by the client and/ or contractor.

Field testing services will be provided on an "as requested" basis when scheduled by your representative. A notice of 24 hours (48 hours is required for structural steel services) is required to properly schedule our services. To schedule our services please contact our dispatcher at (713) 690-2258. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business

hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing.

D) COMPENSATION

Based on the project information available for our review, we propose an estimate cost of **\$15,980**. Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

For services provided on an "**as requested**" basis, overtime is defined as all hours in excess of eight hours per day, outside of the normal hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted. A four hour minimum charge is applicable to all trips made to provide our testing, observation and consulting services. The minimum charge is not applicable for trips to the project site for sample pickup only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office. You will be invoiced on a monthly basis for services actually performed and/or as authorized by you or your designated representative. Terracon's total invoice fee is due within thirty days following final receipt of invoice.

E) SITE ACCESS AND SAFETY

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

F) TESTING AND OBSERVATION

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

G) AUTHORIZATION


This proposal may be accepted by executing the attached Agreement For Services and returning an executed copy along with this proposal to Terracon. This proposal for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date. **Terracon cannot begin field and laboratory services without a signed Agreement for Services.**

We appreciate the opportunity to provide this proposal and look forward to working with you and your team on this project.

Sincerely,
Terracon Consultants, Inc.
(TBPE Firm Registration No. F-3272)



Jeremy P. Kettner
Project Manager
Materials Services



Mark D. Wells, P.E.
Senior Materials Engineer

Attachments:

- (1) Cost Estimate
- (2) Agreement for Services

BUDGET ESTIMATE
LCISD FOSTER HS ATHLETIC IMPROVEMENTS
TERRACON PROPOSAL NO. P92191290 Rev.1

Service	Quantity	Unit	Unit Rate	Estimate
BUILDING STRUCTURE				
Earthwork Observation and Testing. (Building Subgrade and Fill Compaction/Testing)				
Engineering Technician	30	hour	\$47.00	\$1,410.00
Engineering Technician OT	0	hour	\$70.50	\$0.00
Vehicle Charge	5	trip	\$50.00	\$250.00
Nuclear Gauge Charge	5	trip	\$60.00	\$300.00
Moisture Density Relationship (ASTM D698, D558)	2	each	\$150.00	\$300.00
Atterberg Limits (ASTM D4318)	2	each	\$50.00	\$100.00
			Sub-total	\$2,360.00
Foundation Observation and Testing (Piers, Grade and Slab)				
Engineering Technician	36	hour	\$47.00	\$1,692.00
Engineering Technician, OT	0	hour	\$70.50	\$0.00
Vehicle Charge	6	trip	\$50.00	\$300.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	32	each	\$16.00	\$512.00
Sample Pick-up	6	trip	\$120.00	\$720.00
			Sub-total	\$3,224.00
Masonry Observation and Testing				
Engineering Technician	18	hour	\$47.00	\$846.00
Mortar Cubes (ASTM C109) 6/set	2	set	\$120.00	\$240.00
Grout Prisms (ASTM C1019) 6/set	2	set	\$120.00	\$240.00
Vehicle Charge	2	trip	\$50.00	\$100.00
Sample Pick-up	2	trip	\$120.00	\$240.00
			Sub-total	\$1,666.00
Structural Steel Inspection				
Engineering Technician	15	hour	\$100.00	\$1,500.00
Vehicle Charge	3	trip	\$50.00	\$150.00
Ultrasonic Equipment	1	day	\$125.00	\$125.00
			Sub-total	\$1,775.00

BUDGET ESTIMATE
LCISD FOSTER HS ATHLETIC IMPROVEMENTS
TERRACON PROPOSAL NO. P92191290 Rev.1

Service	Quantity	Unit	Unit Rate	Estimate
SITWORK OBSERVATION AND TESTING				
Earthwork Observation and Testing (Utility Backfill)				
Engineering Technician	32	hour	\$47.00	\$1,504.00
Engineering Technician, OT	0	hour	\$70.50	\$0.00
Vehicle Charge	4	day	\$50.00	\$200.00
Nuclear Gauge Charge	4	day	\$60.00	\$240.00
Compressive Strength of Cement Stabilized Sand	4	each	\$60.00	\$240.00
Moisture Density Relationship (ASTM D698, D558)	1	each	\$150.00	\$150.00
Atterberg Limits (ASTM D4318)	1	each	\$50.00	\$50.00
			Sub-total	\$2,384.00
Cast-in-Place Concrete Observation and Testing (Paving & Misc.)				
Engineering Technician	32	hour	\$47.00	\$1,504.00
Engineering Technician, OT	0	hour	\$70.50	\$0.00
Vehicle Charge	4	day	\$50.00	\$200.00
Concrete Test Cylinders (ASTM C39)	32	each	\$16.00	\$512.00
Sample Pick-up	4	trip	\$120.00	\$480.00
			Sub-total	\$2,696.00
PROJECT MANAGEMENT AND ADMINISTRATION				
Project Manager, per hour	15	hour	\$125.00	\$1,875.00
			Sub-total	\$1,875.00
Estimated Project Total				\$15,980

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Foster HS Athletic Improvements project ("Project"), as described in Consultant's Proposal dated 05/29/2019 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$25,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Texas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
By: Mark D Wells Date: **5/29/2019**
Name/Title: **Mark D Wells / Senior Project Materials Engineer**
Address: **11555 Clay Rd, Ste 100 Houston, TX 77043-1239**
Phone: **(713) 690-8989** Fax: **(713) 690-8787**
Email: **Mark.Wells@terracon.com**

Client: **Lamar Consolidated Independent School District**
By: _____ Date: _____
Name/Title: _____
Address: **3911 Avenue I Rosenberg, Texas 77471**
Phone: _____ Fax: _____
Email: _____

**CONSIDER APPROVAL OF TRAFFIC STUDY FOR THE
ALTERNATIVE LEARNING CENTER ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Traffic Engineers, Inc. for the traffic study of the Alternative Learning Center additions and renovations in the amount of \$12,000 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The traffic engineering study is a professional service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

The traffic engineering study will generate reports that provide traffic flow patterns the architect needs to complete the construction specifications. These reports are crucial in the design and construction of the Alternative Learning Center.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent

May 28, 2019

Kevin McKeever
Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, Texas 77471

Re: Proposal for LCISD ALC Rebuild

Dear Mr. McKeever:

The LCISD Alternative Learning Center (ALC) is being reconstructed on its existing site. Currently, the facility houses the ALC program for Kindergarten – 12th Grade and the CIBC program for Kindergarten – 12th Grade. The new facility will also house the 1621 Place programs (9th – 12th Grades). The scope of the study reflects comments received from the City of Rosenberg City Engineer on May 16, 2019.

Scope of Services

Task 1 – Data Collection

Traffic Engineers, Inc (TEI) will conduct Turning Movement Counts during the school peak hours at the following intersections:

- SH 36 at Avenue M (west)
- SH 36 at Avenue M (east)
- SH 36 at Dyer Street

A site visit will be conducted to document existing off-site conditions and traffic operations at the existing ALC/CIBC building. Arrival and dismissal will be observed at the existing ALC/CIBC building and the existing 1621 Place building to determine the total number of parent vehicles currently picking up students at the two facilities, as well as the maximum queue of parent vehicles. This information will be used to determine the amount of on-site stacking needed at the drop-off/pick-up locations at the new ALC/CIBC building and the new 1621 Place building.

Task 2 – Trip Generation, Stacking and Parking Analysis

Site generated traffic volumes will be estimated for Ultimate Enrollment using information from LCISD and data collected by TEI at existing ALC/CIBC and 1621 Buildings.

The amount of on-site stacking needed for the student drop-off/pick-up and bus loading/unloading, if applicable, as well as parking for all staff and 1621 Place students will be analyzed for Ultimate Enrollment.

Task 3 – Trip Distribution and Traffic Impact Analysis

The projected school traffic volumes identified in Phase I Study will be distributed to the following intersections:

- ALC student drop-off/pick-up and staff driveways
- CIBC student drop-off/pick-up and staff driveways

- 1621 Place student drop-off/pick-up and staff driveways
- SH 36 at Avenue M (west)
- SH 36 at Avenue M (east)
- SH 36 at Dyer Street

The impact of the school generated traffic on the adjacent roadways will be analyzed to ensure acceptable traffic operations at the intersections identified above. Off-site improvements will be recommended, where needed.

Task 4– School Related Traffic Improvements

Existing school pedestrian routes and infrastructure (sidewalks, crosswalks and crossing guards), School Speed Zone signing and parking restrictions will be documented. Existing conditions will be evaluated based on the future on-site and off-site school circulation patterns and improvements will be recommended, if needed.

Task 5– Documentation of Findings and Recommendations

A Traffic Study report will be prepared to document our findings and recommendations for on-site and off-site traffic circulation and school related improvements. The report will be submitted to the City of Rosenberg for final approval upon LCISD review.

Compensation

Based on our estimate of hours required to complete this project, compensation of \$12,000.00 is proposed on a lump sum basis.

Please contact me at (713) 992-4792 or jessica@trafficengineers.com, if you have any questions regarding this proposal.

Sincerely,



Shichen “Jessica” Jia, PE PTOE
Principal

Accepted by: Kay Danziger , Board President

Signature

Date

**CONSIDER APPROVAL OF A GEOTECHNICAL STUDY FOR THE
ALTERNATIVE LEARNING CENTER ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for the Alternative Learning Center additions and renovations in the amount of \$6,500 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Geotechnical engineering services are a professional service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design and construction of the Alternative Learning Center.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent



May 24, 2019

Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, Texas 77471

Attn: Mr. Kevin McKeever
Executive Director of Facilities & Planning

Re: Cost Estimate for Geotechnical Engineering Services
Alternative Learning Center Improvements
Rosenberg, Texas
Terracon Document No. P92195263

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide geotechnical services for the above referenced project. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule


Our base fee to perform the scope of services described in this cost estimate is **\$6,100**. See **Exhibit C** for more details of our fees and consideration of additional services.


Cost Estimate for Geotechnical Engineering Services
Alternative Learning Center Improvements ■ Rosenberg, Texas
May 24, 2019 ■ Terracon Document No. P92195263



Your authorization for Terracon to proceed in accordance with this document can be issued by signing and returning a copy of the attached Agreement for Services to our office. If you have any questions, please do not hesitate to contact us.

Sincerely,
Terracon Consultants, Inc.
(Texas Registration No. F-3272)


Rebecca L. Cummins, P.E.
Project Engineer


Andrew J. Muras, P.E.
Senior Engineer


Brian C. Ridley, P.E.
Senior Project Manager

Responsive ■ Resourceful ■ Reliable

AGREEMENT FOR SERVICES

This AGREEMENT is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Alternative Learning Center Improvements project ("Project"), as described in Consultant's Proposal dated 05/24/2019 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
By: Brian C Ridley Date: **5/24/2019**
Name/Title: **Brian C Ridley, P.E. / Project Manager**
Address: **11555 Clay Rd, Ste 100**
Houston, TX 77043-1239
Phone: **(713) 690-8989** Fax: **(713) 690-8787**
Email: **Brian.Ridley@terracon.com**

Client: **Lamar Consolidated ISD**
By: _____ Date: _____
Name/Title: _____
Address: _____
Phone: _____ Fax: _____
Email: _____

EXHIBIT A - PROJECT UNDERSTANDING

Our scope of work is based on our understanding of the project as described to us by VLK Architects (VLK). Aspects of the project that are undefined or assumed are highlighted as shown below. We request the design team provide input to verify this information prior to our initiation of field exploration activities.

Site Information

Item	Description
Project location	The project site, approximately 4½ acres in size, is located at the southwest corner of the intersection of 1 st Street and Avenue M in Rosenberg, Texas.
Existing improvements	Based on available aerial photographs and information provided by VLK, we understand the site is currently occupied by several one to two-story buildings and associated parking and driveway areas. A detention pond with an approximate depth of 2 feet is located in the southeast portion of the site.
Current ground cover	Grass, scattered trees, and concrete and asphaltic concrete pavements.
Existing topography	Relatively level.
Site access	We expect the site and exploration locations are accessible with our truck-mounted drilling equipment during normal business hours or on weekends when students are not on campus.

Planned Construction

Item	Description
Proposed improvements	Several one to two-story buildings, a detention pond, and adjacent parking and driveway areas. We understand that the existing structures may be demolished to construct the proposed improvements. We understand that multiple site plans are currently being considered for the planned improvements. We request a site plan showing the proposed layout of the buildings be provided to us prior to starting our field program. Terracon should be provided the opportunity to review the proposed building layout to evaluate if the scope of services and associated cost described herein is appropriate or in need of revision.
Building construction	Either steel-frame or concrete masonry unit (CMU) construction.
Finished floor elevation	Within approximately one to two feet above existing grade.
Maximum building loads	<ul style="list-style-type: none"> ■ Columns: 150 to 200 kips ■ Slabs: 125 pounds per square foot
Planned foundation system	Drilled-and-underreamed footings.

Item	Description
Detention pond	<ul style="list-style-type: none"><li data-bbox="532 327 889 359">■ Maximum depth of 10 feet<li data-bbox="532 369 1268 401">■ Sideslope declinations of 3 Horizontal to 1 Vertical (3H:1V)

Terracon previously prepared a Geotechnical Engineering Report (Terracon Project No. 92135457, dated January 16, 2014) for Lamar Consolidated ISD for a building addition and new pavements at this site. We plan to utilize the available field and laboratory information developed for this project to help provide our recommendations for the proposed improvements planned at this site.

EXHIBIT B - SCOPE OF SERVICES

Our proposed scope of services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program consists of the following:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
9	20 feet	Proposed building and detention pond areas

1. Below existing grade.

Boring Layout and Elevations: We use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-25 feet. Field measurements from existing site features are also utilized. If available, approximate elevations are obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We advance soil borings with truck-mounted drilling equipment using continuous flight augers (solid stem). Six samples are obtained in the upper 12 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using open tubes and/or Standard Penetration Tests. The samples are placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer. In addition, we observe and record groundwater levels during drilling and sampling.

Our exploration team prepares field boring logs as part of standard drilling operations. Field boring logs also include sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the geotechnical engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: We backfill borings with auger cuttings. Our services do not include repair of the site beyond backfilling our borings. Excess auger cuttings are dispersed in the general vicinity of the boring. Because backfill material often settles below the surface after a period, we recommend borings be checked periodically and backfilled, if necessary. We can provide this service or grout the holes for additional fees, at your request.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this cost estimate, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services.

Safety

Terracon is currently not aware of any environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include any level of environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon complies with local regulations to request a utility location service through Texas 811. We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

All private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities that are not made aware to us. If the owner/client is not able to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with these additional services are not included in our current scope of services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Laboratory Testing

The project engineer reviews field data and assigns various laboratory tests to better understand the engineering properties of various soil strata. Procedural standards noted below are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practices and professional judgement. Standards noted below include reference to other related standards. Such references are not necessarily applicable to describe the specific test performed.

- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D7263 Standard Test Methods for Laboratory Determination of Density (Unit Weight) of Soil Specimens

Cost Estimate for Geotechnical Engineering Services

Alternative Learning Center Improvements ■ Rosenberg, Texas

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- ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D1140 Standard Test Methods for Amount of Materials in Soils Finer than the No. 200 Sieve
- ASTM D2166/D2166M Standard Test Method for Unconfined Compressive Strength of Cohesive Soil

Our laboratory testing program includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs are evaluated by a professional engineer licensed in the State of Texas. The engineer develops a geotechnical site characterization, performs the engineering calculations necessary to evaluate foundation alternatives, and develops appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport** system. Upon initiation we will provide you and your design team the necessary link and password to access the website (if you don't already have one). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to all project documents as they are uploaded to the site, and a collaboration portal. A typical delivery process includes three basic stages:

- Stage 1: Project Planning
- Stage 2: Site Characterization
- Stage 3: Geotechnical Engineering

When utilized, a collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we will upload a printable version of our complete final geotechnical engineering report. This includes the professional engineer's seal and signature, which documents our services. All previous submittals, collaboration, and final report will be maintained in our system indefinitely. This allows future reference and integration into subsequent aspects of our services, as the project goes through final design and construction.

Cost Estimate for Geotechnical Engineering Services

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Based on the results of our evaluation, an engineering report will be prepared which details the results of the testing performed and provides Boring Logs and a Boring Location Plan.

The final Geotechnical Engineering report provides recommendations for the following:

- Demolition considerations;
- Site and subgrade preparation;
- Foundation design and construction;
- Detention pond construction considerations; and
- Pavement design guidelines.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A** and our planned scope of services outlined in **Exhibit B**, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$6,100

Additional services not part of the base fee include the following:

Additional Services	Lump Sum Fee	Initial for Authorization
Corrosion Testing Suite ¹	\$400	

1. This fee includes one of each of the following tests: pH, sulfate content, chloride ion, and electrical resistivity. Multiple corrosion testing suites may be requested.

Our scope of services does not include services associated with surveying of boring locations, special equipment for wet ground conditions, tree or shrub clearing, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$130 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this document. If conditions are encountered that require scope of work revisions and/or result in higher fees, we will contact you for approval, prior to initiating these services. A supplemental cost estimate stating the modified scope of services as well as its effect on our fee will be prepared. We will not proceed without your authorization, as evidenced by your signature on a Supplemental Agreement for Services form.

Project Schedule

We developed a schedule to complete the scope of services, based upon our existing availability and understanding of your project schedule. However, this does not account for any delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of

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permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport Stage	Posting Date from Notice to Proceed ^{1, 2}
Project Planning	3 days
Site Characterization	20 days
Geotechnical Engineering	25 days

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport** website with specific, anticipated calendar dates for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

**CONSIDER APPROVAL OF PROFESSIONAL TOPOGRAPHIC SURVEYING
SERVICES FOR THE ALTERNATIVE LEARNING CENTER
ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying services for the Alternative Learning Center additions and renovations in the amount of \$8,000 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying is a professional services that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, Charlie Kalkomey Surveying, Inc. will provide the topographic survey information needed for the design of Alternative Learning Center.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent

CHARLIE KALKOMEY SURVEYING, INC.
A JONES & CARTER COMPANY

1229 CORPORATE DRIVE, SUITE 100
ROSENBERG, TEXAS 77471
281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

May 24, 2019

Mr. Kevin McKeever
mckeever@lcisd.org

Re: Cost Estimate and Contract
Partial Topographic Survey services at the Alternative Learning Center campus
Henry Scott League, Abstract 83
City of Rosenberg, Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding the District requires an updated topographic survey on the Alternative Learning Center campus in Rosenberg, per the attached exhibit. We are to utilize information from a previously performed topographic survey (by others) into our survey work with the goal being to update the previous survey. We understand the architect for this project needs the location of all topographic features, underground utilities, and research for boundary lines and easements.

Scope of Services

I. Topographic Survey

We will perform an on-the-ground topographic survey of the Project Site based on the vertical control of the previous surveyor and locate and identify only information that has changed since the previous survey. We will survey in the location of the new buildings within the Project Site and new finish floor elevations, and natural ground elevations at various locations. Additionally we will locate visible utilities based upon available above-ground evidence and markings from an underground locating service, and the inverts and flowlines of all drainage facilities within the Project Site. We will utilize an Abstracting service to research ownership deeds for the subject site and any recorded easements.

The final product will be an electronic file in AutoCAD format that can be provided to the District's architect.

Project Fee

I.	Topographic Survey	\$6,000.00
II.	Underground Locating Service (subcontractor)	\$1,500.00
III.	Abstracting Service (subcontractor)	\$500.00

The total fee for these services is \$8,000.00.

This fee includes costs for an underground locating service and an abstracting/deed research service.

This fee is based upon the District providing us full access throughout the Project Site.

This contract is subject to the terms of the attached General Conditions Agreement.

Again, thank you for considering this proposal. If these terms are agreeable, please indicate by signing in the space provided below and returning this contract. We look forward to working with you on this project.

Sincerely,

Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
E:\Surveying\proposals\LCISD ALC site.doc
Enclosures

Accepted By: (Signature)
(Party liable for payment)

Date

Name (Printed)

Title

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (JC) to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by JC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the surveying profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by JC.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay JC for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by JC on a monthly basis and the full amount shall be due and payable to JC upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify JC in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by JC more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, field notes, and data provided or furnished by JC pursuant to this AGREEMENT are instruments of service in respect to the Project and JC shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by JC for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to JC, and the CLIENT shall indemnify and hold harmless JC from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

INSURANCE

JC agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

JC agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that JC shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of drawings, preparation of surveys, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent surveyor in the same or similar circumstances or conditions.

In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit JC's liability arising from JC's professional acts, errors or omissions, such that the total aggregate liability of JC shall not exceed JC's total fee for the services rendered on this project.

INDEMNIFICATION

JC agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by JC's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom JC is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JC harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

JC is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to JC and JC shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or JC employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of JC's services either by the CLIENT or by JC, upon seven (7) days written notice to the other at the address of record.

Termination shall release each part from all obligation of this AGREEMENT except compensation payable to JC for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with JC's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and JC each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor JC shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and JC.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.

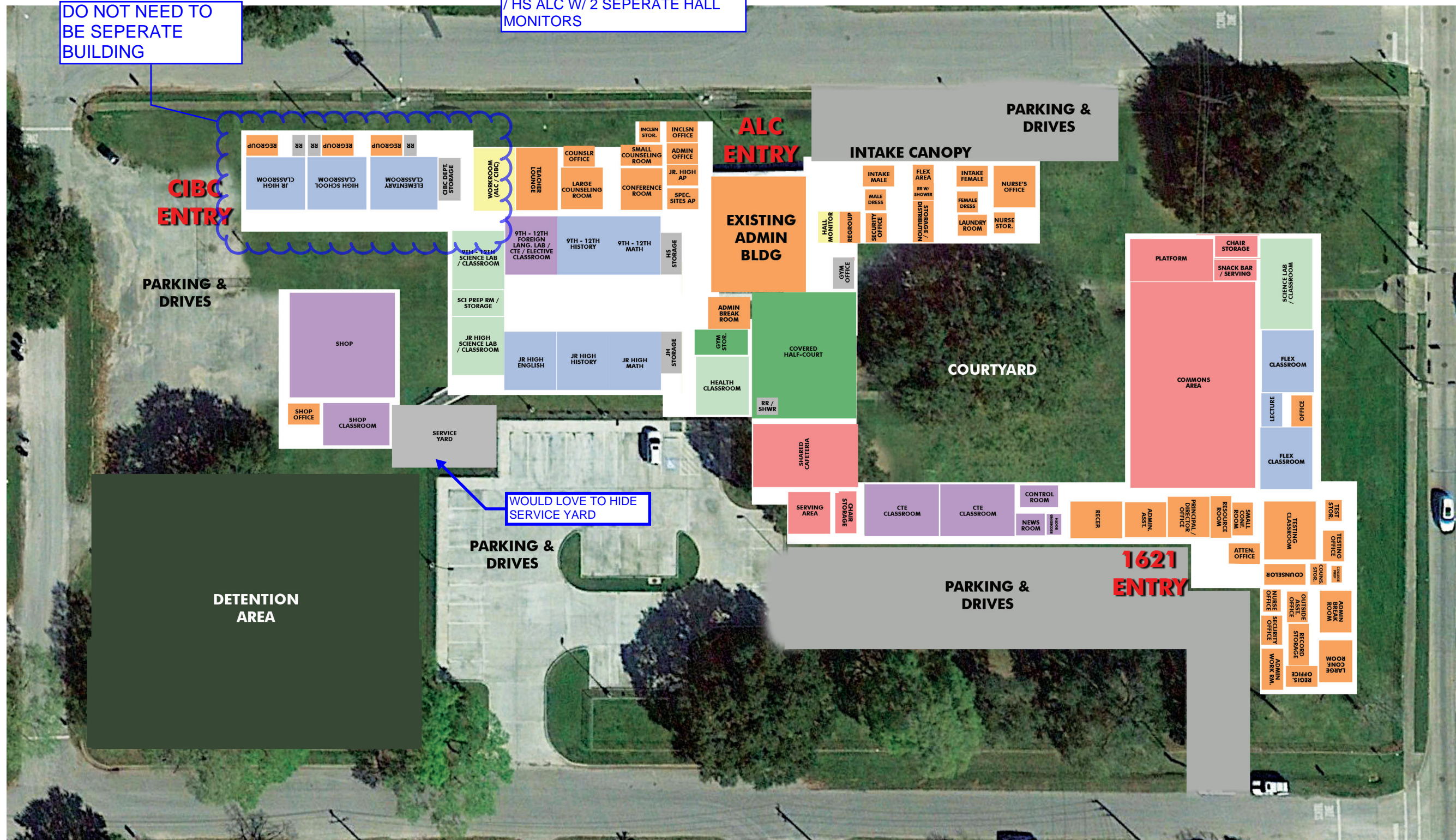
Bubble Diagrams - Option 'B'

LIKES SECOND OPTION

FURTHER BACK FROM HWY 36 FOR CIBC THE BETTER

SEPERATION BETWEEN JR HIGH / HS ALC W/ 2 SEPERATE HALL MONITORS

DO NOT NEED TO BE SEPERATE BUILDING



WOULD LOVE TO HIDE SERVICE YARD

... Bubble Diagrams

163



**CONSIDER APPROVAL OF JAMAIL AND SMITH FOR
TERRY HIGH SCHOOL BAND HALL ADDITION**

RECOMMENDATION:

That the Board of Trustees approve Jamail & Smith for the replacement of the exterior door at the Terry High School band hall in the amount of \$10,371 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The replacement of the exterior door at the Terry High School band hall is necessary because it is not working properly and is currently closed and inoperable. This door is necessary for emergency egress and must be replaced in order to comply with life safety code requirements. Jamail & Smith has a current BuyBoard Cooperative (RS Means) Contract #464-14. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the agreement and Jamail & Smith will begin the installation of the replacement door.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning
Jim Rice, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent

June 5, 2019

**Kevin McKeever
Lamar CISD
3911 Avenue I
Rosenberg, Texas 77471**

Attn: Mr. McKeever,

**Subject: Lamar CISD – Terry HS – Band exterior door replacement – REV 1
Contract # 14-464 – 2014 Buy Board JOC**

We are pleased to provide our detailed unit price estimate to accomplish the below described scope of work, estimated using the Houston City Cost Index, and our Buy Board Job Order Contract coefficient (.738). Our scope of work is based upon the walk through at Terry High School band exterior door removal and replacement.

Scope of Work

Jamail & Smith's scope of work is based on the site visit done on 02/20/2019 and revised scope and specifications provided by email on 5/28/19

- Remove existing hollow metal door.
- Remove existing hollow metal frame.
- Remove existing threshold.
- Cut and remove existing brick face on both jamb sides of the door opening.
- Cut and remove existing CMU block on both jamb sides of the door opening.
- Clean / remove existing mortar from existing brick that is still useable.
- Clean / remove existing mortar from existing CMU that is still useable.
- Provide and install new brick and block ties as needed to tooth in new HM frame.
- Grout brick and block cells as needed
- Cut and repoint existing brick and CMU as needed for toothing of brick and CMU.
- Provide labor and material install new hollow metal frame.
 - 5 ¾" throat
 - 14ga.
- Provide labor and material install new hollow metal door.
 - 4'-0" x 7'-0" x 1 ¾" Flush HM door
 - R8 rating
 - Allow 4 – 6 weeks for delivery of the specified door.
- Provide labor and material install new hinges.
- Provide labor and material install new door closer with cushion stop.
- Provide labor and material install new threshold.
- Provide labor and material to install new surface mounted panic hardware on new hollow metal door.
- Provide labor and material to install new Heavy-duty door stop at the exterior sidewalk to provide additional protect from the door hitting the brick corner.

- Provide labor and material to prep new hollow metal frame.
- Provide labor and material to prep new hollow metal door.
- Provide labor and material install primer coat on hollow metal frame.
- Provide labor and material install primer coat on hollow metal door.
- Provide labor and material paint hollow metal frame and door.
 - Color to match existing as close as possible to existing.
- Provide labor and materials to caulk and seal interior and exterior of new hollow metal frame to existing CMU opening.
- Provide labor and material to paint interior CMU area that is affected by the masonry toothing.

General Notes

- Not part of Jamail & Smiths scope of work is the following:
 - Keying
 - No removal or reinstall of security alarm system
 - No permits
 - No signage
 - Hidden or unforeseen conditions
- Lamar CISD responsible to remove all existing equipment, furniture, fixtures, supplies, etc. out of the path of construction prior to work starting.
- We estimate that the scope of work will take a week to complete once all materials have arrived.

We are available for review of this estimate at your convenience. Should you have any questions or need additional information please do not hesitate to contact Greg Goodwin at 281-244-3612.

BuyBoard RS Means	\$ 10,371.00
<u>Bonds Required Add – N/A</u>	<u>\$</u>
Project Total	\$ 10,371.00

Very truly yours,
Jamail & Smith Construction



Greg Goodwin
Project Manager

Attachments:

Estimate

04-B9-0049-REV1

**CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #3
AND FINAL PAYMENT FOR DISTRICT-WIDE ACCESS CONTROLS**

RECOMMENDATION:

That the Board of Trustees approve the deductive change order #3 in the amount of \$1,612 and final payment of \$66,891.29 to Micro Integration for the installation of the district-wide access controls and authorize the Board President to sign the change order.

IMPACT/RATIONALE:

Micro Integration was the contractor for the installation of the district-wide access controls. Substantial completion was achieved on May 31, 2019. This project is funded by 2011 available bond funds and this change order is within the original budget established for this project.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the change order and Micro Integrations will be paid 100 percent for the installation of the district-wide access controls.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning
Jim Rice, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent

Change Order

PROJECT: <i>(Name and address)</i> District Wide Access Controls Multiple Locations	CONTRACT INFORMATION: Contract For: General Construction Date: November 16, 2017	CHANGE ORDER INFORMATION: Change Order Number: 001 Date:
OWNER: <i>(Name and address)</i> Lamar Consolidated Independent School District 3911 Avenue I Rosenberg, TX 77471	ARCHITECT: <i>(Name and address)</i> KCI Technologies 801 Travis Street, Suite 2000 Houston, TX 77002	CONTRACTOR: <i>(Name and address)</i> Micro Integration 10801 Hammerly #246 Houston, TX 77043

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Beasley ES - PO# 58004304-00	(\$326.80)
Hubenak ES - PO# 58004327-00.....	(\$326.80)
Seguine ECC - PO# 58004318-00.....	(\$408.00)
Velasquez ES - PO# 58004323-00.....	(\$245.60)
Wessendorff MS - PO# 58004308-00.....	(\$ 13.44)
Briscoe JH - PO# 58004301-00.....	(\$291.36)

Total Change Order Amount.....(\$1,612.00)

The original Contract Sum was	\$	495,054.00
The net change by previously authorized Change Orders	\$	70,291.00
The Contract Sum prior to this Change Order was	\$	565,345.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	1,612.00
The new Contract Sum including this Change Order will be	\$	563,733.00

The Contract Time will be increased by Ninety Two (92) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

KCI Technologies	Micro Integration	Lamar Consolidated Independent School District
_____ ARCHITECT <i>(Firm name)</i>	_____ CONTRACTOR <i>(Firm name)</i>	_____ OWNER <i>(Firm name)</i>
_____ SIGNATURE	_____ SIGNATURE	_____ SIGNATURE
Chris Clements _____ PRINTED NAME AND TITLE	David Patterson, President _____ PRINTED NAME AND TITLE	Kay Danziger, Board President _____ PRINTED NAME AND TITLE
_____ DATE	_____ DATE	_____ DATE

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

Page One of Five

TO OWNER : Lamar Consolidated ISD 4907 Avenue I Rosenberg, TX 77471	PROJECT: District Wide Access Controls	APPLICATION NO: 5 - Final	Distribution to:
FROM Micro Integration	VIA KCI Technologies, Inc.	APPLICATION DATE: 12/6/2018	OWNER <input checked="" type="checkbox"/>
CONTRACTOR: 10801 Hammerly Blvd, #246 Houston, TX 77043	Architect: 801 Travis Street, Suite 2000 Houston, TX 77002	PERIOD TO: 11/30/2018	ARCHITECT: <input checked="" type="checkbox"/>
		CONTRACT FOR: Construction	CONTRACTOR: <input checked="" type="checkbox"/>
		CONTRACT DATE: 11/16/2017	FIELD: <input type="checkbox"/>
		PROJECT NO:	<input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 495,054.00
2. Net change by Change Orders	\$68,679.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 563,733.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 563,733.00
5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703: \$)	\$ 0.00
b. 5 % of Stored Material (Column F on G703: \$)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ -
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 563,733.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior G702)	\$ 522,991.18
8. CURRENT PAYMENT DUE	\$ 66,891.29
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ -

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CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$70,291.00	
Total approved this Month		\$ (1,612.00)
TOTALS	\$70,291.00	\$ (1,612.00)
NET CHANGES by Change Order	\$68,679.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: MICRO INTEGRATION

By: _____ Date: _____

State of: Texas

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on onsite observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED:

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT :

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONSIDER APPROVAL OF FINAL PAYMENT FOR ROOF REPLACEMENT PROJECT
AT THE SEGUIN EARLY CHILDHOOD CENTER**

RECOMMENDATION:

That the Board of Trustees approve the final payment of \$46,342.50 to Argio Roofing & Construction, LLC. for the construction of the roof replacement project.

IMPACT/RATIONALE:

Argio Roofing & Construction, LLC. was the contractor for the construction of the roof replacement at the Seguin Early Childhood Center. Substantial completion was achieved on February 20, 2019. Funding is from the 2017 Bond.

PROGRAM DESCRIPTION:

Upon approval Argio Roofing & Construction, LLC. will be paid 100 percent for the construction of the roof replacement at the Seguin Early Childhood Center.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/Cma

CONSTRUCTION MANAGER-ADVISOR EDITION

PAGE ONE OF 2 PAGES

OWNER: Lamar Consolidated ISD
 3911 Avenue I
 Rosenberg, Texas. 77471

GENERAL CONTRACTOR: Argio Roofing & Construction, LLC
 29729 Norman Road
 Rio Hondo, Texas 78583

PROJECT: 2018 Reroofing Package
 Juan Seguin Early Childhood Center
 605 Mabel St - Richmond, TX 77469

APPLICATION NUMBER: 9-FINAL
PERIOD TO: 04/30/19
CONTRACT NO.: CSP No. 14-2018LN
CONTRACT DATE: PBK Project 18156

Distribution to: OWNER
 MANAGER
 ARCHITECT
 CONTRACTOR

VIA ARCHITECT:
PBK Architects, Inc. dba BEAM Professionals

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract Continuation Sheet, AIA Document G703, is attached.

- ORIGINAL CONTRACT SUM** \$926,850.00
- Net Change By Change Orders** \$0.00
- CONTRACT SUM TO DATE** (Line 1 +2)..... \$ 926,850.00
- TOTAL COMPLETED & STORED TO DATE**..... \$926,850.00
 (Column G on G703)

RETAINAGE:

a. 0% % of Completed Work \$0.00
 (Columns D & E on G703)

b. 0% % of Stored Material \$0.00
 (Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column 1 of G703) \$0.00

TOTAL EARNED LESS RETAINAGE..... \$926,850.00
 (Line 4 less Line 5 Total)

LESS PREVIOUS CERTIFICATES FOR PAYMENT \$880,507.50
 (Line 6 from prior Certificate)

CURRENT PAYMENT DUE \$46,342.50

BALANCE TO FINISH, INCLUDING RETAINAGE \$
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total Approved this Month	\$0.00	\$0.00
TOTALS		
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. CONTRACTOR:

BY: _____ DATE: 4-25-2019

State of: TEXAS County of: CAMERON
 Subscribed and sworn before me this 25th day of April 2019
 Notary Public: *Annabel Garcia*
 My Commission Expires: 09/03/2022



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 46,342.50

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

ARCHITECT: *[Signature]* Date: 5-20-19
 This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONSIDER APPROVAL OF CENTERPOINT ENERGY ELECTRIC EASEMENT
FOR CULVER ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the CenterPoint Energy electric easement at Culver Elementary School and authorize the Board President to execute the easement documents.

IMPACT/RATIONALE:

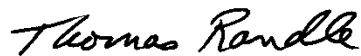
The electric easement to CenterPoint Energy is for specific overhead and underground service as installed at Culver Elementary School.

PROGRAM DESCRIPTION:

A blanket easement for electric service at Culver Elementary School was approved at the August 16, 2018 Regular Board Meeting. Upon approval and execution of this easement, CenterPoint Energy will record this final easement and will then prepare a release of the blanket easement and also submit the release for recording.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning
Jim Rice, Vanier/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent

ELECTRIC EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

STATE OF TEXAS }
COUNTY OF FORT BEND}

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Lamar Consolidated Independent School District, its successors and assigns, hereinafter referred to as “Grantor”, whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by CenterPoint Energy Houston Electric, LLC, its successors and assigns, hereinafter referred to as “Grantee”, whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, all or in part, an exclusive, perpetual easement, hereinafter referred to as the “Easement”, for electric distribution and related communications facilities consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood, metal or other materials, props and guys, hereinafter referred to as “Facilities”, located within a portion of the following described lands owned by Grantor, (“Grantor’s Property”), to wit:

Restricted Reserve “A” of Lamar CISD Thomas R Culver III Elementary School, a subdivision out of the Angus J. James Survey, Abstract 37, Fort Bend County, Texas according to the map or plat thereof recorded under County Clerk File No. 20180123 of the Plat Records of said county and state.

The unobstructed easement area(s) herein granted, hereinafter referred to as the “Easement Area”, whether one or more, are described as follows:

An easement ten (10) feet wide, the location of the centerline of which is shown by the dot-dash symbol on Sketch No. 19-0214, attached hereto and made a part hereof, together with unobstructed aerial easements ten (10) feet wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located on both sides of and adjoining said ten (10) foot wide easement, and;

An easement ten (10) feet wide, the location of the centerline of which is shown by the double dot-dash symbol on said attached Sketch No. 19-0214, and;

An easement sixteen (16) feet wide and twenty-four (24) feet long for Grantee's transformer station, the location of which is shown by the crosshatched area on said attached Sketch No. 19-0214

Grantor shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG", when working in or near the Easement Area.

To the extent that such laws and codes apply to Grantor, Grantor, shall observe all safety codes and laws which apply to working along, within and/or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including the Occupational Safety and Health Administration ("O.S.H.A."), Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code.

Absent written authorization by the affected Grantee, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by Grantor. Any unauthorized improvements or obstructions may be removed by Grantee at the Grantor's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by Grantee at the Grantor's expense should they be an obstruction. Grantee may put said wooden posts and paneled wooden fences back up, but generally

will not replace them with new fencing.

Grantee shall not deny or obstruct ingress or egress to or from Grantor's Property, and Grantor retains all rights to cross the Easement Area for access, but not interfering with the utility purpose for which the Easement is granted. Grantor shall have the right to construct or locate in a near perpendicular fashion, utilities, drainage ditches, roadways, driveways, across, but not along or solely along, within or under the Easement Area herein granted. Grantor assumes all responsibility for the cost of constructing, paving and maintaining said roadways or driveways within easement crossing areas. In the event that Grantor constructs, or causes to be constructed, any utilities, drainage, ditches, roadways, and/or driveways which results in the relocation of Grantee's Facilities, the Grantor will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities. Grantor is prohibited from using the Easement Area for stockpile, spoil, water retention or detention, or lay down areas.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area and Grantor's Property immediately adjoining thereto, all bushes, trees and parts thereof, or other structures or improvements which are within, protrude, bisect, encroach or overhang into said Easement Area and which, in the sole opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of said Facilities. Further, in the event dead or dangerous trees exist within the fall range of overhead electrical facilities, then Grantee shall have the right to take down dead or dangerous trees based on Grantee's discretion.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's signature affixed hereto and Grantee's use of the Easement, the Parties evidence their agreement thereof. No oral or written agreements made or discussed prior to, or subsequent to, the execution of this Easement shall supersede those contained herein. Any and all revisions, amendments and/or exceptions to the terms, conditions and provisions contained in this Easement shall be in written, recordable form and executed by both parties, or their respective successors or assigns in order to be deemed valid.

EXECUTED this _____ day of _____, 2019.

Lamar Consolidated Independent School District

BY: _____
Signature

Name typed or printed

Title

STATE OF TEXAS }

COUNTY OF _____ }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, _____ of Lamar Consolidated Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (___)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said district.

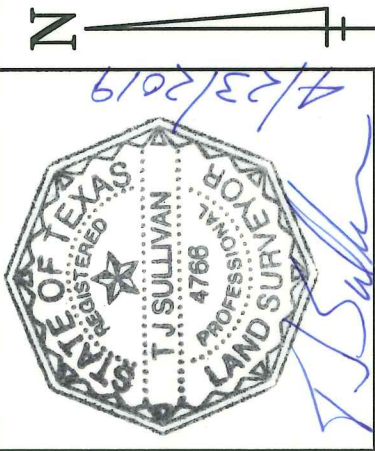
Given under my hand and seal of office this ____ day of _____, 2019.

Notary's Signature

Name typed or printed

Commission Expires

AFTER RECORDING RETURN TO:
SURVEYING & RIGHT OF WAY
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700
HOUSTON, TX 77251-1700



ANGUS J. JAMES SURVEY A - 37

BRIARWOOD CROSSING SEC. 4 C.C.F. 20140265 P.R. (FROM PLAT)

LAMAR CISD
THOMAS R CULVER III
THOMAS R CULVER III
ELEMENTARY SCHOOL
C.C.F. 20180123 P.R.
(RESTRICTED RESERVE "A"
RESTRICTED TO SCHOOL PURPOSES)

SAN. SEWER EASEMENT
C.C.F. 2017130213 O.P.R.
CALLED 0.0138 AC.

SAN. SEWER EASEMENT
C.C.F. 2017130213 O.P.R.
CALLED 0.0092 AC.

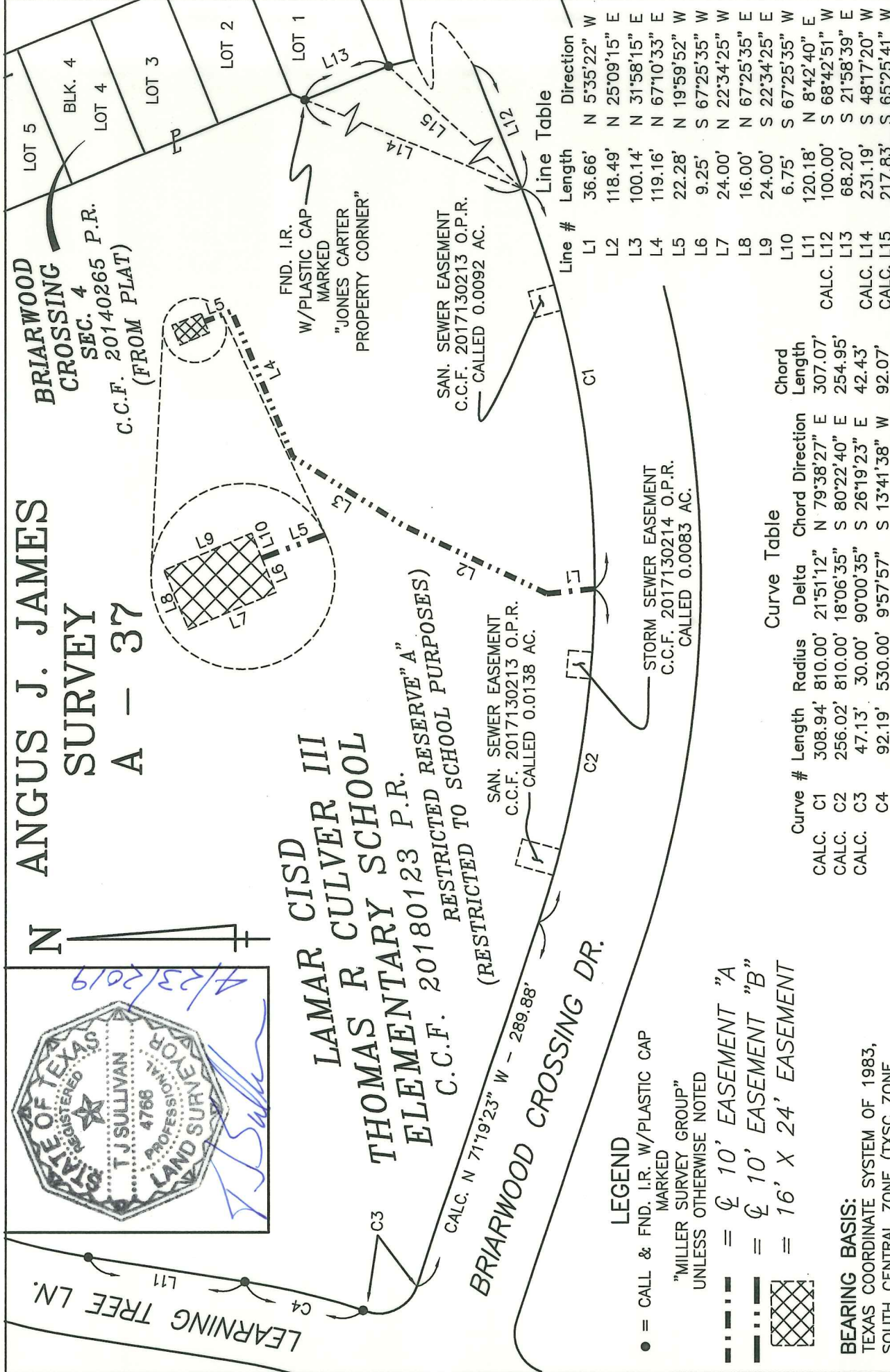
● = CALL & FND. I.R. W/PLASTIC CAP MARKED
"MILLER SURVEY GROUP" UNLESS OTHERWISE NOTED

— = 10' EASEMENT "A"
— = 10' EASEMENT "B"
— = 16' X 24' EASEMENT

BEARING BASIS:
TEXAS COORDINATE SYSTEM OF 1983,
SOUTH CENTRAL ZONE (TXSC ZONE 4204); NAD 83



NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES.



Line Table

Line #	Length	Direction
L1	36.66'	N 5°35'22" W
L2	118.49'	N 25°09'15" E
L3	100.14'	N 31°58'15" E
L4	119.16'	N 67°10'33" E
L5	22.28'	N 19°59'52" W
L6	9.25'	S 67°25'35" W
L7	24.00'	N 22°34'25" W
L8	16.00'	N 67°25'35" E
L9	24.00'	S 22°34'25" E
L10	6.75'	S 67°25'35" W
L11	120.18'	N 8°42'40" E
L12	100.00'	S 68°42'51" W
L13	68.20'	S 21°58'39" E
L14	231.19'	S 48°17'20" W
L15	217.83'	S 65°25'41" W

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	308.94'	810.00'	21°51'12"	N 79°38'27" E	307.07'
C2	256.02'	810.00'	18°06'35"	S 80°22'40" E	254.95'
C3	47.13'	30.00'	90°00'35"	S 26°19'23" E	42.43'
C4	92.19'	530.00'	9°57'57"	S 13°41'38" W	92.07'

REV.1:JOB NO.	BY:	DATE:	REV.2:JOB NO.	BY:	DATE:
EASEMENT - UNOBSTRUCTED	LAST PLOT DATE: 4/23/19				
COUNTY: FORT BEND	DRAWN BY: CLC				
SURVEY DATE: 4/12/19	MAP NO: 4345A2				
SCALE: 1" = 100'	JOB NO: 86422738A				
FILE NO. - BOOK: 2018	CHECKED BY: TJS				

CenterPoint Energy
SURVEYING & RIGHT OF WAY
P.O. Box 1700 Houston, TX 77251-1700
713-207-2222
Firm Number: 10027400
SKETCH NO. 19-0214

**CONSIDER APPROVAL OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT
(MUD) NO. 182 SERVICE AGREEMENT AND FEES FOR
TAMARRON ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the capacity agreement, rate order and connection fees to Fort Bend County MUD No. 182 for Tamarron Elementary School in the amount of \$320,913.34 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

District must contract directly with the Fort Bend County MUD No. 182 for water and waste water service. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Fort Bend County MUD No. 182 will provide water and wastewater services for Tamarron Elementary School. MUD No. 182 has verified that the district does have the capacity to serve Tamarron Elementary. Following payment to the MUD No. 182, the contractor will coordinate the water and waste water connections to Tamarron Elementary School.

Submitted By: Chris Juntti, Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning
Jim Rice, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 182
c/o Coats | Rose, P.C.
9 Greenway Plaza, Suite 1000
Houston, Texas 77046

June 6, 2019

Lamar Consolidated Independent School District
c/o Vanir | Rice & Gardner
4907 Avenue I
Rosenberg, Texas 77471

Re: Request for utility capacity to serve a 12.58-acre tract of land

Ladies and Gentlemen:

The Board of Directors of Fort Bend County Municipal Utility District No. 182 (the "District") has considered your request for a commitment for utility service to serve a 12.58-acre tract of land more particularly described in the attached Exhibit "A" (the "Property").

In accordance with your request, this is to certify and commit, that the District has capacity available and hereby allocates and commits water and wastewater treatment capacity to the Property in an amount sufficient to serve an Elementary School to be constructed on approximately 12.58 acres (8,807 gallons per day of water supply capacity and 5,505 gallons per day of wastewater treatment capacity). Such capacity shall remain committed and available to serve the Property until the third (3rd) anniversary of the date of this letter. If construction of taxable improvements within the Property have not commenced by such third (3rd) anniversary, this commitment shall terminate. The District does, however, agree to consider a renewal of this commitment based upon you proceeding in good faith with the development of improvements within the Property.

You are advised that the District's commitment to provide utilities is subject to compliance with all the rules, regulations and policies of the District, Fort Bend County, the City of Fulshear and all other governmental agencies having jurisdiction over development of and utility service to the Property.

An Application for Service, including three (3) copies of the plans for the development of the Property must be submitted to the District for each phase of development prior to construction. Any plans involving water, sewer or drainage facilities for the Property shall be subject to the approval of the District's Engineer, and construction of such facilities should not commence until approved by the District's Engineer.

It is understood and agreed that service will not be provided to any non-taxable or other improvements until (i) the water and sanitary sewer facilities are inspected by the District and it is determined that these facilities are in compliance with the District's rules and regulations; (ii) payment of all District costs for review of construction drawings and inspections of facilities; (iii) approval of the development of the Property by all appropriate regulatory authorities and/or agencies; (iv) written approval has been obtained from the District's Operator; (v) evidence has been provided to the District's Engineer that the Property has been properly platted and filed of record in Fort Bend County, Texas; and (vi) evidence that all taxes on the Property due and owing the District have been paid.

This commitment is specifically restricted to the Property and is not transferrable to any other property; however, this commitment may be transferred to a new landowner only with the prior written consent of the Board of Directors of the District. Upon completion of the development of the Property in its entirety, any unused capacity shall revert to the District for its reallocation.

Attached hereto as Exhibit "B" is a copy of the District's most current Rate Order which sets forth the terms and conditions under which the District provides water and sewer services. The Rate Order is subject to modification from time to time as deemed appropriate by the Board of Directors of the District. At such time as utility service is actually provided to the Property, you will be responsible for the payment of all fees and sewer inspection charges as described in the Rate Order.

Attached hereto as Exhibit "C" is the District's In District Application for Service, which must be submitted to the District prior to service.

Please indicate your acceptance of the terms and conditions imposed by this commitment letter by executing below.

Very truly yours,

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 182

By: _____
President, Board of Directors

AGREED TO AND ACCEPTED BY:

LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

By: _____

Name: Kay Danziger

Its: Board President

CONNECTION FEE SUMMARY FOR TAMARRON ELEMENTARY
FORT BEND COUNTY MUD 182

TOTAL COST FOR WATER ESFCs	\$	71,949.08
TOTAL COST FOR WASTEWATER ESFCs	\$	82,483.92
TOTAL PRO RATA DETENTION	\$	23,057.25
TOTAL PRO RATA STORM	\$	120,255.09
TOTAL COST FOR METER AND TAP	\$	23,168.00
TOTAL FEE	\$	320,913.34

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LJA Engineering, Inc.

FBC MUD No. 182
TREATMENT FACILITIES FOR TAMARRON ELEMENTARY

PROJECTS FUNDED BY BOND ISSUE ⁽¹⁾

WATER	CONSTRUCTION,		INTEREST	TOTAL
	ENGINEERING & TESTING			
WATER PLANT PH I	\$	3,527,891.00	\$	260,423.66
REMOTE WELL No. 1	\$	2,303,853.00	\$	78,886.71
TOTAL	\$	5,831,744.00	\$	339,310.37
			\$	6,171,054.37
WASTE WATER				
WWTP PH I	\$	1,302,222.00	\$	51,471.73
WWTP PH II	\$	1,732,220.31	\$	-
TOTAL	\$	3,034,442.31	\$	51,471.73
			\$	3,085,914.04
LAND				
WATER PLANT	\$	73,871.00		
REMOTE WELL NO. 1	\$	13,682.00		
WWTP	\$	252,913.00		
			\$	340,466.00

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PROJECTS NOT YET FUNDED (BUT CURRENTLY ON GROUND AND IN SERVICE)

WATER	CONSTRUCTION	ENGINEERING AND		INTEREST ⁽³⁾	TOTAL			
		TESTING FEES ⁽²⁾						
WATER PLANT PH. 2	\$	542,669.00	\$	81,400.35	\$	46,539.35	\$	670,608.70
EMERGENCY INTERCONNECT NO. 1	\$	59,620.00	\$	8,943.00	\$	5,113.02	\$	73,676.02
TOTAL	\$	602,289.00	\$	90,343.35	\$	51,652.36	\$	744,284.71
WASTEWATER								
LS No. 3 ⁽⁴⁾	\$	819,660.99	\$	135,244.06	\$	77,323.63	\$	1,114,194.78
TOTAL	\$	819,660.99	\$	135,244.06	\$	77,323.63	\$	1,114,194.78
LAND								
LS NO. 3 ⁽⁴⁾	\$	10,528.96	\$	-	\$	785.19	\$	11,314.15
TOTAL	\$	10,528.96	\$	-	\$	785.19	\$	11,314.15

FBC MUD No. 182
TREATMENT FACILITIES FOR TAMARRON ELEMENTARY

TOTAL WATER TREATMENT INFRASTRUCTURE & LAND	\$	7,002,892.08
CURRENT WTP CAPACITY		2,143
COST / WATER ESFC	\$	3,267.80
TOTAL WASTEWATER TREATMENT INFRASTRUCTURE & LAND	\$	4,464,335.97
CURRENT WWTP CAPACITY		1,000
COST / WASTEWATER ESFC	\$	4,464.34

WATER ESFC

		8,807
DEMAND (GPD)		8,807
TOTAL WATER ESFCs (1 ESFC = 400 GPD)		22

WASTEWATER ESFC

		5,505
DEMAND (GPD)		5,505
TOTAL WASTEWATER ESFCs (1 ESFC = 315 GPD)		18

	\$	71,949.08
TOTAL COST FOR WATER ESFCs		71,949.08
TOTAL COST FOR WASTEWATER ESFCs	\$	82,483.92

NOTES:

- 1 CONSTRUCTION COSTS FOR PREVIOUSLY FUNDED PROJECTS INCLUDE ENGINEERING AND TESTING FEES.
- 2 ENGINEERING FEES ARE 12% AND TESTING FEES ARE 3%.
- 3 INTEREST FOR PROJECTS AND LAND NOT YET FUNDED ASSUMED TO BE 3.72870% FOR 2 YEARS.
- 4 THIS PROJECT IS STILL UNDER CONSTRUCTION, HOWEVER IT WAS INCLUDED BECAUSE IT WAS REQUIRED TO SERVE ELEMENTARY SCHOOL.

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FBC MUD No. 182
 DETENTION FACILITIES FOR TAMARRON ELEMENTARY

DRAINAGE ACREAGES		PRO RATE OF SCHOOL
SCHOOL	12.58	
DRAINING IN/THROUGH CHANNEL 2	830.19	1.52%
DRAINING IN/THROUGH LAKE H	875.62	1.44%
DRAINING IN/THROUGH CHANNEL K	1274.66	0.99%

DETENTION & GRADING PHASE I

	UNIT	QTY	UNIT COST	TOTAL COST	PRO RATA %	PRO RATA COST
EXCAVATION, HAULING, STRIPPING, PLACEMENT AND COMPACTION OF DETENTION PORTION OF CHANNEL 2, AS INDICATED ON PLANS, COMPLETE IN PLACE	CY	53,926	\$ 2.85	\$ 153,689.10	1.52%	\$ 2,328.88
EXCAVATION, HAULING, STRIPPING, PLACEMENT AND COMPACTION OF DETENTION PORTION OF CHANNEL K, AS INDICATED ON PLANS, COMPLETE IN PLACE	CY	112,597	\$ 2.85	\$ 320,901.45	0.99%	\$ 3,167.07
EXCAVATION, HAULING, STRIPPING, PLACEMENT AND COMPACTION OF DETENTION PORTION OF LAKE H, AS INDICATED ON PLANS, COMPLETE IN PLACE	CY	93,494	\$ 2.85	\$ 266,457.90	1.44%	\$ 3,828.19
6' X 4' REINFORCED CONCRETE BOX CULVERT, ASTM C-1433, ALL DEPTHS, COMPLETE IN PLACE	LF	1,004	\$ 307.33	\$ 308,559.32	1.52%	\$ 4,675.65

DETENTION & GRADING PHASE IV

EXCAVATION TO INCLUDE SITE PREPARATION, PROOF ROLLING OF FILL AREAS, DEMUCKING OF ANY UNSUITABLE SOILS WITHIN ANY FILL PLACEMENT AREA OR AT THE BOTTOM OF LAKE B TO PLACE CLAY LINER, HAULING, STRIPPING, PLACEMENT AND COMPACTION TO 95% STANDARD PROCTOR DENSITY (ASTM D698) OF LAKE H TO BE HAULED TO FUTURE SECTION 31, APPROXIMATELY 0.5 MILES, COMPLETE IN PLACE	CY	3,156	\$ 3.10	\$ 9,783.60	1.44%	\$ 140.56
EXCAVATION TO INCLUDE SITE PREPARATION, PROOF ROLLING OF FILL AREAS, DEMUCKING OF ANY UNSUITABLE SOILS WITHIN ANY FILL PLACEMENT AREA OR AT THE BOTTOM OF LAKE B TO PLACE CLAY LINER, HAULING, STRIPPING, PLACEMENT AND COMPACTION TO 95% STANDARD PROCTOR DENSITY (ASTM D698) OF LAKE H TO BE HAULED TO FUTURE SECTION 17, ADJACENT TO SITE, COMPLETE IN PLACE	CY	886	\$ 3.10	\$ 2,746.60	1.44%	\$ 39.46
EXCAVATION TO INCLUDE SITE PREPARATION, PROOF ROLLING OF FILL AREAS, DEMUCKING OF ANY UNSUITABLE SOILS WITHIN ANY FILL PLACEMENT AREA OR AT THE BOTTOM OF LAKE B TO PLACE CLAY LINER, HAULING, STRIPPING, PLACEMENT AND COMPACTION TO 95% STANDARD PROCTOR DENSITY (ASTM D698) OF CHANNEL K TO BE HAULED TO STOCKPILED IN FUTURE SECTION 41, AS INDICATED ON PLANS, COMPLETE IN PLACE	CY	93,402	\$ 3.10	\$ 289,546.20	0.99%	\$ 2,857.62
EXCAVATION TO INCLUDE SITE PREPARATION, PROOF ROLLING OF FILL AREAS, DEMUCKING OF ANY UNSUITABLE SOILS WITHIN ANY FILL PLACEMENT AREA OR AT THE BOTTOM OF LAKE B TO PLACE CLAY LINER, HAULING, STRIPPING, PLACEMENT AND COMPACTION TO 95% STANDARD PROCTOR DENSITY (ASTM D698) OF CHANNEL K TO BE PLACED AND COMPACTED IN EXISTING CHANNEL K, AS INDICATED ON PLANS, COMPLETE IN PLACE	CY	1,495	\$ 3.10	\$ 4,634.50	0.99%	\$ 45.74
DESILT EXISTING 6' X 4' R.C.B. BETWEEN LAKES G & H, COMPLETE IN PLACE	LF	948	\$ 15.00	\$ 14,220.00	1.52%	\$ 215.48
DESILT EXISTING 7' X 7' R.C.B. AT CHANNEL K OUTFALL, COMPLETE IN PLACE	LF	292	\$ 15.00	\$ 4,380.00	0.99%	\$ 43.23
7' X 7' R.C.B. STORM SEWER BOX CULVERT, ASTM C-1433, ALL DEPTHS, INCLUDES NON SHRINK GROUT ON ALL JOINTS, COMPLETE IN PLACE	LF	102	\$ 455.00	\$ 46,410.00	0.99%	\$ 458.03
EXISTING RIP RAP TO BE REPLACED AT OUTFALL UPON COMPLETION OF CONSTRUCTION, COMPLETE IN PLACE	SY	205	\$ 68.00	\$ 13,940.00	0.99%	\$ 137.58

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FBC MUD No. 182
DETENTION FACILITIES FOR TAMARRON ELEMENTARY

EXISTING SLOPE END TREATMENT ON 7' X 7' R.C.B. TO BE REMOVED AND DISPOSED OF AND CONNECT PROPOSED 7' X 7' R.C.B.'S,, COMPLETE IN PLACE	LS	1	\$ 3,600.00	\$ 3,600.00	0.99%	\$ 35.53
RIP RAP, COMPLETE IN PLACE	SY	70	\$ 68.00	\$ 4,760.00	0.99%	\$ 46.98
HEADWALL PER DETAIL FOR PROPOSED 2 – 7' X 7' R.C.B. AND 48" R.C.P., TO INCLUDE WINGWALLS AND FOOTINGS, COMPLETE IN PLACE	LS	1	\$ 155,000.00	\$ 155,000.00	0.99%	\$ 1,529.74
DESILTING OF EXISTING CHANNEL 2, COMPLETE IN PLACE	LS	1	\$ 33,000.00	\$ 33,000.00	1.52%	\$ 500.05
				\$ -		\$ -
					PRO RATA DETENTION	\$ 20,049.78
					TESTING & ENGINEERING (12 & 3%)	\$ 3,007.47
					TOTAL PRO RATA DETENTION	\$ 23,057.25

FBC MUD No. 182
STORM FACILITIES FOR TAMARRON ELEMENTARY

RUNOFF COEFFICIENTS

TOTAL ACREAGE FOR COLES CANYON AND RILEYS RIDGE STORM SYSTEM 32.22
SCHOOL AREA 12.9

% INCREASE (PRO RATA) 40%

COLES CANYON RILEYS RIDGE DRAINAGE FACILITIES ITEMS ⁽¹⁾

	UNIT	QTY	UNIT COST	TOTAL COST	PRO RATA %	PRO RATA COST
24" R.C.P. STORM SEWER, ASTM C-76, CLASS III, ALL DEPTHS, COMPLETE IN PLACE	LF	732	\$ 47.74	\$ 34,945.68	40%	\$ 13,991.29
30" R.C.P. STORM SEWER, ASTM C-76, CLASS III, ALL DEPTHS, COMPLETE IN PLACE	LF	425	\$ 61.36	\$ 26,078.00	40%	\$ 10,440.91
36" R.C.P. STORM SEWER, ASTM C-76, CLASS III, ALL DEPTHS, COMPLETE IN PLACE	LF	336	\$ 74.32	\$ 24,971.52	40%	\$ 9,997.91
54" R.C.P. STORM SEWER, ASTM C-76, CLASS III, ALL DEPTHS, COMPLETE IN PLACE	LF	183	\$ 130.16	\$ 23,819.28	40%	\$ 9,536.58
5' X 5' R.C.B. STORM SEWER BOX CULVERT, ASTM C-1433, ALL DEPTHS, COMPLETE IN PLACE	LF	76	\$ 207.56	\$ 15,774.56	40%	\$ 6,315.70
6' X 5' R.C.B. STORM SEWER BOX CULVERT, ASTM C-1433, ALL DEPTHS, COMPLETE IN PLACE	LF	283	\$ 242.35	\$ 68,585.05	40%	\$ 27,459.56
TYPE "C" MANHOLE FOR 42" STORM SEWERS AND SMALLER, ALL DEPTHS, COMPLETE IN PLACE	EA	15	\$ 2,019.47	\$ 30,292.05	40%	\$ 12,128.10
JUNCTION BOX WITH TYPE "C" MANHOLE TOP, ALL DEPTHS, COMPLETE IN PLACE	EA	4	\$ 4,491.47	\$ 17,965.88	40%	\$ 7,193.04
FINAL ADJUSTMENT OF MANHOLE RIM ELEVATIONS, COMPLETE IN PLACE	EA	19	\$ 97.73	\$ 1,856.87	40%	\$ 743.44
4" CONCRETE SLOPE PAVING WITH 2' MINIMUM TOE WALLS ALL AROUND, 2' CLAY LINER BELOW ALL SLOPE PAVING, AND EXPANSION JOINTS, COMPLETE IN PLACE	SY	113	\$ 71.33	\$ 8,060.29	40%	\$ 3,227.12
RIP RAP, COMPLETE IN PLACE	SY	29	\$ 60.86	\$ 1,764.94	40%	\$ 706.63
DRAINAGE SWALE, 2'-BOTTOM, GRADED TO DRAIN, COMPLETE IN PLACE	LF	2,340	\$ 3.02	\$ 7,066.80	40%	\$ 2,829.35
					PRO RATA STORM	\$ 104,569.64
					ENGINEERING & TESTING (12 & 3%)	\$ 15,685.45
					TOTAL PRO RATA STORM	\$ 120,255.09

NOTES:

1 ONLY INCLUDES ITEMS WITH SCHOOL DRAINAGE THROUGH THEM

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FORT BEND MUNICIPAL UTILITY DISTRICT # 182

06/07/2019

Tamarron Elementary
29616 Rileys Ridge
Katy, TX 77494

RE: Water Tap Soft Quote Fees to service **Tamarron Elementary**

This fee letter will serve as a soft quote for the for the water service connection fees for the project located at **29616 Rileys Ridge, Katy TX 77494**. A breakdown of the fees follows:

Meter Sizes	
• 4"x6" Domestic Meter	
○ Costs include Vault Installation, labor and Materials	\$ 14,250.00
• 12"x8" Fire Line TS&V	\$ 6,168.00
• 2"x4" Irrigation Tap	\$ 2,750.00
• Total with Taps and Fees	\$ 23,168.00

Any failed/recalled Sanitary, Backflow and Customer Service Inspections will incur additional inspection fees. The above referenced fees do not include Concrete and Landscaping restoration. If necessary restoration may be additional at the owner's expense. Additional changes to the design plans may require an additional Plan Review Fee.

All city, county, state or federal permits, notifications or submittals are the responsibility of the property owner, Si Environmental will not be responsible for delays due to these issues.

Please make all checks payable to **Fort Bend MUD 182** and forward payment to the address listed below.

Si Environmental, LLC
6420 Reading Road
Rosenberg, Texas 77471
Attn: Builder Services Department

**CONSIDER APPROVAL OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT
(MUD) #162 SERVICE AGREEMENT AND FEES FOR THE DR. THOMAS E.
RANDLE HIGH AND HARRY WRIGHT JUNIOR HIGH SCHOOLS COMPLEX**

RECOMMENDATION:

That the Board of Trustees approve service agreement and capital recovery fees to Fort Bend County Municipal Utility District (MUD) #162 for the Dr. Thomas E. Randle High and Harry Wright Junior High Schools Complex in the amount of \$879,790.72 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Fort Bend County MUD #162 will provide water and waste water service to the school complex. Due to the Groundwater Reduction Program (GRP) of the complex being in the North Fort Bend Water Association (NFBWA) as set previously with the George Foundation. The water used by LCISD will be reported to the NFBWA by LCISD. The capital recovery fee of \$879,790.72 is calculated as a pro-rata share of the MUD district's actual cost of the facilities necessary to provide water and wastewater service to the complex.

PROGRAM DESCRIPTION:

Upon approval of this agreement Fort Bend County MUD #162 will provide service to the Dr. Thomas E. Randle High and Harry Wright Junior High Schools complex.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

WATER SUPPLY AGREEMENT

This Water Supply Agreement (this "Agreement") is effective as of _____, 2019 ("Effective Date"), by and between Lamar Consolidated Independent School District ("LCISD"), a political subdivision of the State of Texas, and Fort Bend County Municipal Utility District No. 162 ("District"), a conservation and reclamation district and a political subdivision of the State of Texas, created under the District of Article XVI, Section 59 of the Texas Constitution and operating under and governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended.

RECITALS

Whereas, the City of Rosenberg, Texas (the "City") and the District entered into that certain Groundwater Reduction Plan Participation Agreement dated May 5, 2009 (the "City GRP"); and

Whereas, the District wishes to annex land that is owned by LCISD further described in **Exhibit A** (the "LCISD Tract"); and

Whereas, once the LCISD Tract is annexed into the District, the District will provide water service to such tract to serve the planned schools on the tract; and

Whereas, the LCISD Tract is located in the Fort Bend Subsidence District Regulatory Area A and is subject to that certain Groundwater Reduction Plan Participation Agreement between the North Fort Bend Water Authority ("NFBWA") and The George Foundation, a Texas Charitable Trust, effective as of October 1, 2007 ("NFBWA Agreement") and LCISD has been required to execute a joinder to the NFBWA Agreement (the "NFBWA GRP"); and

Whereas, the City GRP provides that the District cannot participate in another groundwater reduction plan other than the City's; and

Whereas, the Parties wish to establish how the District will supply water to the LCISD Tract, and the mechanism for accounting for water usage and LCISD's payments due to NFBWA and the City for its use of water;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, LCISD and the District agree as follows:

**ARTICLE I
SUPPLY PROVISIONS**

A. **Recitals.** The recitations and recitals set forth above are declared true and correct and are hereby incorporated as part of this Agreement.

B. **Engineering.** The engineer for LCISD, DIG Engineering ("DIG"), will prepare the design and plan production for the District sanitary sewer and waterline extensions to serve the Tract (the "Improvements") which plans must be approved by, among others, Fort Bend County and the City, and will engage a general contractor to construct the Improvements. Following DIG's completion of the plans, the District's engineer and operator both will provide a detailed review and approval of the plans prior to LCISD authorizing construction to begin. LCISD will manage construction of the Improvements, and the District's engineer shall conduct routine site inspections to ensure that the Improvements are built to the District's satisfaction. The District will not accept the Improvements for operation and maintenance until the District's engineer and operator sign off on the acceptance. LCISD will be responsible for providing its own drainage, detention, and storm sewer facilities and maintenance. All costs (including engineer, operator, bookkeeping, and related legal expenses) the District incurs pursuant to this Section shall be paid by LCISD.

C. **Metering.** Water that serves the LCISD Tract shall be provided by the District through a separate meter installed by LCISD at its sole cost. The meter must be one acceptable to the District, must be capable of accurately measuring peak and low flows, and installed at a location approved by the District (the "LCISD Meter"). LCISD shall own this meter, and all maintenance, replacement, calibration, and testing costs shall be borne by LCISD. The District must be provided annual testing and calibration results, which must indicate that the meter is reading accurately at least 95%. Should LCISD fail to provide the District with these results, the District shall have the right to inspect, calibrate, test, and repair (if appropriate) the LCISD Meter at LCISD's cost. In this event, the District shall include such costs in LCISD's monthly water bill, and the failure of LCISD to pay such costs shall result in the District's termination of LCISD's water service.

D. **Reporting.** Once each month, the District shall read the LCISD Meter, and such measurement shall be reported to LCISD by the District (the "Monthly Reporting"). Such Monthly Reporting shall be reported by LCISD to the NFBWA on the date required in the NFBWA Agreement for reporting of groundwater pumpage and/or water used by LCISD, which is currently the last day of the month following the month for which pumpage is required to be calculated. (For example, for January, the reporting is due by February 28th; for February, the reporting is due by March 31st; etc.). LCISD shall be solely responsible for the reporting and the deadlines imposed by NFBWA.

E. **Payment.** LCISD agrees that, in addition to the payment for water and sewer service, it will pay to the District the GRP fee imposed on customers in the District's then-current Rate Order, which shall be billed with the District's water and sewer charges in the monthly bill. In addition, LCISD shall pay directly the NFBWA the Import Fee (as defined and described by the NFBWA Agreement) for its use of water. LCISD's payments to the NFBWA will be calculated by LCISD based on the amount of water shown in the Monthly Reporting. The District will not participate in the reporting, billing, or payment of any amounts owed by LCISD to the NFBWA for LCISD's water use.

F. **Payment upon District's Dissolution.** Upon the eventual dissolution of the District by the City, the City will issue bills to LCISD as it does to all of its water customers, and LCISD must pay both the City's monthly bills and the monthly payment to the NFBWA for the amount of water passing through the LCISD Meter (as outlined under the NFBWA Agreement). It shall be the City's sole discretion as to whether the City requires LCISD to continue to own, operate and maintain the LCISD Meter and to calibration and reporting requirements.

G. **Conveyance of the Improvements.** Following LCISD's completion of the Improvements and the District engineer's recommendation that the District accept the Improvements, LCISD will convey the Improvements to the District in a utility deed substantially similar in form to **Exhibit B**.

H. **Tap Fee.** LCISD shall be responsible for the tap fee as calculated in accordance with the formula shown on the attached **Exhibit C**. Included in the tap fee, LCISD will be financially responsible for the costs incurred in connection with the District's review, approval, and oversight of the Tract's construction under Section I(B) above. In addition, included in the tap fee will be LCISD's pro rata share of the capital costs for all of the District's facilities, including financing costs, serving the Tract. Further, as part of the tap fee, LCISD will be financially responsible for any District legal, engineering, and bookkeeping fees incurred in the conveyance of the Improvements under Section I(G) above. Water and sewer service shall not be provided to the LCISD Tract until the tap fee and all other costs as described herein are paid in full.

I. **Annexation Costs.** The District has diligently pursued the annexation of the LCISD Tract into the District. LCISD has previously advanced \$25,000 to the District for the annexation of the LCISD Tract into the District, and will advance another \$40,000 for additional annexation costs that have arisen due to unforeseen circumstances, as described in letter agreements between the Parties. If the actual annexation costs are less than LCISD's deposit, the difference will be reimbursed to LCISD by the District upon completion of all construction and payment of the tap fees; if actual annexation costs are greater than LCISD's deposits as of the Effective Date, the District shall issue to LCISD,

and LCISD shall pay, a billing invoice reflecting such additional costs before service is provided; but if service has initiated, service shall be terminated and the Tract shall not be reconnected until such costs are paid in full.

ARTICLE II GENERAL PROVISIONS

A. **Agreement Not for Benefit of Third Parties.** This Agreement shall be for the sole and exclusive benefit of LCISD and the District and shall not be construed to confer any benefit or right upon any other party, nor upon any customers or users of the District or the District's system or the City.

B. **Assignment.** This Agreement is not assignable by either party.

C. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relative to the subject matter hereof. There have been and are no agreements, covenants, representations, or warranties between the parties relative to the subject matter hereof other than those expressly stated or provided for herein.

D. **Default.** In the event of default by either party hereto, either party may employ attorneys to pursue its legal rights, and the prevailing party shall be entitled to payment by the other party of all reasonable attorneys' fees and court costs incurred by the prevailing party.

E. **Remedies.** It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all remedies existing at law or in equity, including specific performance and mandamus, may be availed of by any party and shall be cumulative. Should LCISD fail to fully make payments pursuant to Article I above, the District (prior to its dissolution) or the City (following the District's dissolution) may terminate water service to the LCISD Tract. Prior to such termination, the District (prior to its dissolution) or the City (following the District's dissolution) shall provide LCISD with written notice and a 30 day period to cure.

F. **Applicable Law.** This Agreement is governed in accordance with the laws of the State of Texas and shall be enforceable in Fort Bend County.

G. **Construction of Agreement.** The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author this Agreement.

H. **Strict Performance.** Neither party's failure to insist on strict performance in any part of this Agreement shall be construed as a waiver of the performance in any other instance.

I. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

EXECUTED this _____ day of _____, 2019.

LAMAR CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT

By: _____
Name: _____

President, Board of Trustees

ATTEST:

By: _____
Name: _____
Title: Secretary, Board of Trustees

APPROVED by LCISD Superintendent:

By: _____
Name: _____

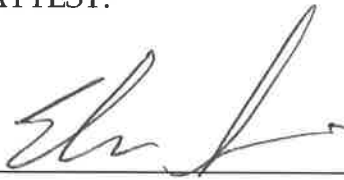
EXECUTED this _____ day of _____, 2019.

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 162



President, Board of Directors

ATTEST:



Secretary, Board of Directors

(SEAL)



The City of Rosenberg, Texas (the "City") hereby acknowledges this Agreement on this _____ day of _____, 2019.

CITY OF ROSENBERG, TEXAS

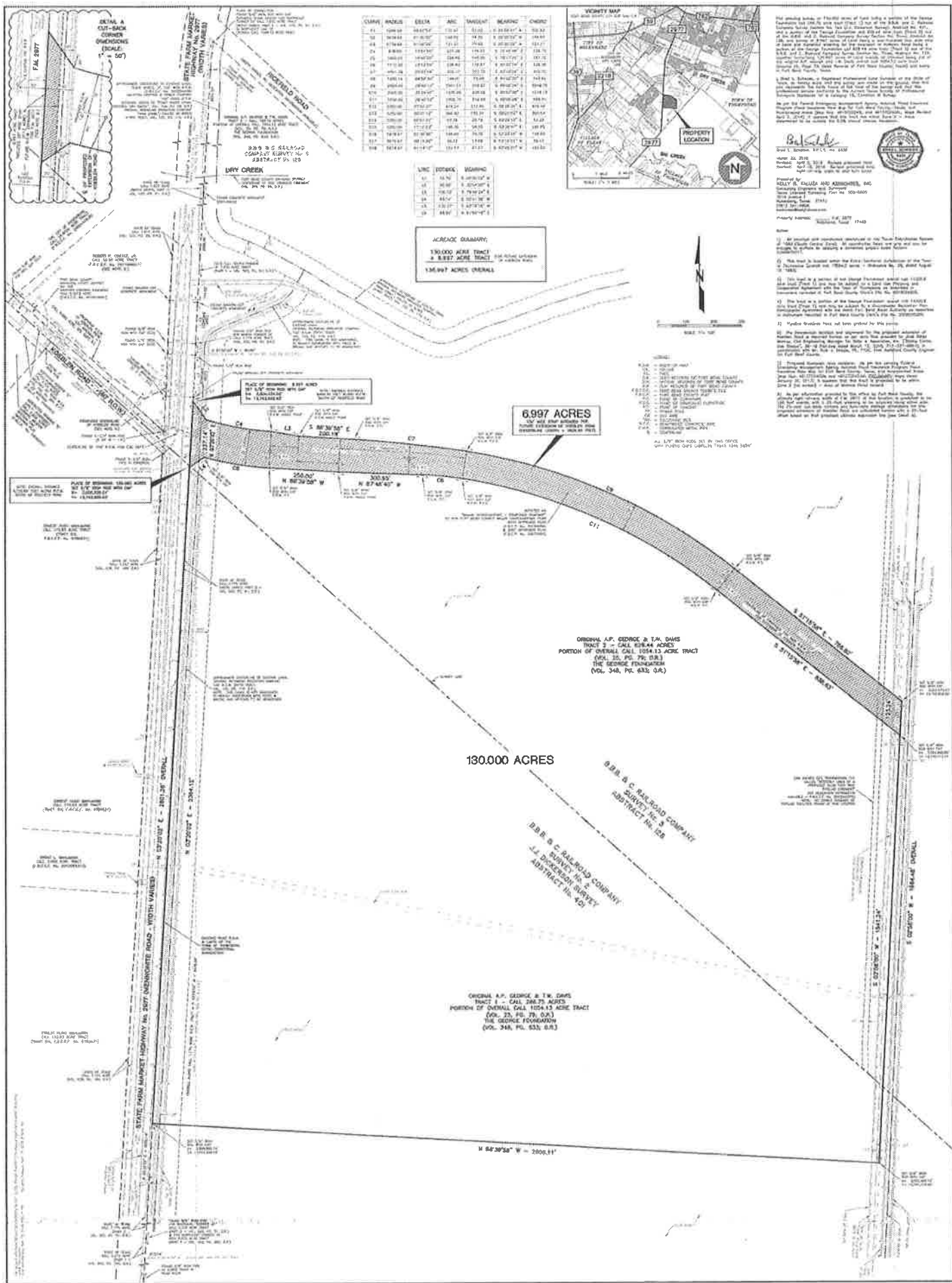
City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney



CHORD	RADIUS	BEGIN	ARC	WARRANT	BEARING	CHORD
11	1000.00	00°00'00"	1000.00	0	00°00'00" N	1000.00
12	1000.00	01°00'00"	1000.00	0	01°00'00" N	1000.00
13	1000.00	02°00'00"	1000.00	0	02°00'00" N	1000.00
14	1000.00	03°00'00"	1000.00	0	03°00'00" N	1000.00
15	1000.00	04°00'00"	1000.00	0	04°00'00" N	1000.00
16	1000.00	05°00'00"	1000.00	0	05°00'00" N	1000.00
17	1000.00	06°00'00"	1000.00	0	06°00'00" N	1000.00
18	1000.00	07°00'00"	1000.00	0	07°00'00" N	1000.00
19	1000.00	08°00'00"	1000.00	0	08°00'00" N	1000.00
20	1000.00	09°00'00"	1000.00	0	09°00'00" N	1000.00
21	1000.00	10°00'00"	1000.00	0	10°00'00" N	1000.00
22	1000.00	11°00'00"	1000.00	0	11°00'00" N	1000.00
23	1000.00	12°00'00"	1000.00	0	12°00'00" N	1000.00
24	1000.00	13°00'00"	1000.00	0	13°00'00" N	1000.00
25	1000.00	14°00'00"	1000.00	0	14°00'00" N	1000.00
26	1000.00	15°00'00"	1000.00	0	15°00'00" N	1000.00
27	1000.00	16°00'00"	1000.00	0	16°00'00" N	1000.00
28	1000.00	17°00'00"	1000.00	0	17°00'00" N	1000.00
29	1000.00	18°00'00"	1000.00	0	18°00'00" N	1000.00
30	1000.00	19°00'00"	1000.00	0	19°00'00" N	1000.00
31	1000.00	20°00'00"	1000.00	0	20°00'00" N	1000.00
32	1000.00	21°00'00"	1000.00	0	21°00'00" N	1000.00
33	1000.00	22°00'00"	1000.00	0	22°00'00" N	1000.00
34	1000.00	23°00'00"	1000.00	0	23°00'00" N	1000.00
35	1000.00	24°00'00"	1000.00	0	24°00'00" N	1000.00
36	1000.00	25°00'00"	1000.00	0	25°00'00" N	1000.00
37	1000.00	26°00'00"	1000.00	0	26°00'00" N	1000.00
38	1000.00	27°00'00"	1000.00	0	27°00'00" N	1000.00
39	1000.00	28°00'00"	1000.00	0	28°00'00" N	1000.00
40	1000.00	29°00'00"	1000.00	0	29°00'00" N	1000.00
41	1000.00	30°00'00"	1000.00	0	30°00'00" N	1000.00

LINE	BEARING	DISTANCE
1	N 00°00'00" E	1000.00
2	N 01°00'00" E	1000.00
3	N 02°00'00" E	1000.00
4	N 03°00'00" E	1000.00
5	N 04°00'00" E	1000.00
6	N 05°00'00" E	1000.00
7	N 06°00'00" E	1000.00
8	N 07°00'00" E	1000.00
9	N 08°00'00" E	1000.00
10	N 09°00'00" E	1000.00
11	N 10°00'00" E	1000.00
12	N 11°00'00" E	1000.00
13	N 12°00'00" E	1000.00
14	N 13°00'00" E	1000.00
15	N 14°00'00" E	1000.00
16	N 15°00'00" E	1000.00
17	N 16°00'00" E	1000.00
18	N 17°00'00" E	1000.00
19	N 18°00'00" E	1000.00
20	N 19°00'00" E	1000.00
21	N 20°00'00" E	1000.00
22	N 21°00'00" E	1000.00
23	N 22°00'00" E	1000.00
24	N 23°00'00" E	1000.00
25	N 24°00'00" E	1000.00
26	N 25°00'00" E	1000.00
27	N 26°00'00" E	1000.00
28	N 27°00'00" E	1000.00
29	N 28°00'00" E	1000.00
30	N 29°00'00" E	1000.00
31	N 30°00'00" E	1000.00

ACRES SUMMARY:
 130,000 ACRES TRACT
 6,997 ACRES TRACT
 136,997 ACRES OVERALL

6,997 ACRES
 (See map for details)

130,000 ACRES

ORIGINAL A.P. GEORGE & T.W. DAVIS
 TRACT 2 - CALL 69644 ACRES
 PORTION OF OVERALL CALL 100413 ACRES TRACT
 (VOL. 25, PG. 79; D.B.)
 THE GEORGE FOUNDATION
 (VOL. 348, PG. 632, O.A.)

B.B. & C. RAILROAD COMPANY
 SURVEY No. 2
 DISCRETION SURVEY
 ABSTRACT No. 100

ORIGINAL A.P. GEORGE & T.W. DAVIS
 TRACT 1 - CALL 24679 ACRES
 PORTION OF OVERALL CALL 100413 ACRES TRACT
 THE GEORGE FOUNDATION
 (VOL. 25, PG. 79, O.A.)
 (VOL. 348, PG. 632, O.A.)



The platting herein is for the entire area of land shown on the plat...
 I, the Surveyor, do hereby certify that the above is a true and correct copy of the original...
 Date: 10/15/2010
 Surveyor: [Signature]

Surveyor's Seal
 State of Illinois
 Surveyor No. 12345
 Commission Expires: 12/31/2012

NOTICE TO CONTRACTORS
 The undersigned hereby certifies that the above is a true and correct copy of the original...
 Date: 10/15/2010
 Surveyor: [Signature]

NOTICE TO CONTRACTORS
 The undersigned hereby certifies that the above is a true and correct copy of the original...
 Date: 10/15/2010
 Surveyor: [Signature]

NOTICE TO CONTRACTORS
 The undersigned hereby certifies that the above is a true and correct copy of the original...
 Date: 10/15/2010
 Surveyor: [Signature]

NOTICE TO CONTRACTORS
 The undersigned hereby certifies that the above is a true and correct copy of the original...
 Date: 10/15/2010
 Surveyor: [Signature]

NOTICE TO CONTRACTORS
 The undersigned hereby certifies that the above is a true and correct copy of the original...
 Date: 10/15/2010
 Surveyor: [Signature]

EXHIBIT B

UTILITY DEED

THE STATE OF TEXAS	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND	§	

THAT, LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas ("LCISD"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 162 (the "District"), the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD, CONVEYED and ASSIGNED, and by these presents does GRANT, SELL, CONVEY and ASSIGN unto the District, its successors and assigns, all of those certain water and sanitary sewer lines (the "Lines"), located and described as follows:

Those certain Lines constructed and/or acquired to date by LCISD pursuant to the construction contract dated _____, 20__ with _____ for _____ which Lines are located within or near the boundaries of the District, distribution lines, collection lines, water mains, connections, maintenance bonds, warranties, and manufacturer's warranties, if any, owned by LCISD under the above-listed construction contract for the Lines being conveyed hereby.

TO HAVE AND TO HOLD the above described Lines, unto the District, its successors and assigns forever, and LCISD does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular, the said Lines unto the District, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under LCISD, but not otherwise.

LAMAR CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT

By: _____
Name: _____
President, Board of Trustees

ATTEST:

By: _____
Name: _____
Title: Secretary, Board of Trustees

APPROVED by LCISD Superintendent:

By: _____
Name: _____

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ____ day of _____, 20____,
by _____, as President of the Board of Directors of Lamar Consolidated
Independent School District, a political subdivision of the State of Texas, on behalf of said
political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

AGREED and accepted to this ____ day of _____, 20__.

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 162

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND§

This instrument was acknowledged before me on the ____ day of _____, 20__, by Dale Clayton, President of the Board of Directors of Fort Bend County Municipal Utility District No. 162, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

AFTER RECORDING RETURN TO: District, Fort Bend County Municipal Utility District No. 162 c/o Allen Boone Humphries Robinson LLP, Attn: Jordan Hayes, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027

EXHIBIT C

Tap Fee Calculation

- (1) LCISD shall pay a tap fee equal to the District's actual cost of:
- Any engineering, operating, bookkeeping, and legal expenses incurred by the District related to the review, approval, and oversight of the design and construction (including financial costs) of the Improvements (the "Review Costs"); plus
 - LCISD's one-time payment of the pro rata share of the District's actual cost of the facilities necessary to provide District services to LCISD that are financed, or to be fully or partially financed, by the District's tax bonds (as determined by the District's Engineer and approved by the Board of Directors)(the "Capital Recovery Costs"); plus
 - Any engineering, operating, bookkeeping, and legal expenses incurred by the District related to the conveyance the Improvements to the District upon the District's acceptance of the Improvements (the "Conveyance Costs").
- (2) The Capital Recovery Costs shall be calculated as follows:

Water Distribution System	\$212,068.29
Wastewater Collection System	\$23,637.77
Water Supply Facilities	\$341,365.88
Wastewater Treatment Plant	\$302,718.78
Total Capital Recovery Costs	\$879,790.72

(3) Payment of the Installation Costs, Capital Recovery Costs, and Conveyance Costs must be made by LCISD to the District prior to LCISD receiving any water or sewer services from the District.

**CONSIDER APPROVAL OF NETWORK TELEPHONE HARDWARE, TELEPHONES,
LICENSES, AND INSTALLATION AND CONFIGURATION SERVICES**

RECOMMENDATION:

That the Board of Trustees approve the purchase of network telephone hardware, telephones, licenses, and installation and configuration services in the amount of \$1,016,165. The total includes hardware and licenses from DataVox in the amount of \$815,650.49, services from Red River in the amount of \$108,135.51, and a 10% contingency of \$92,379.

IMPACT/RATIONALE:

The first Internet Protocol (IP) phones and supporting hardware in LCISD were installed over ten years ago. Network telephone hardware and software are out of date and need to be upgraded. Also, approximately 1,000 of the oldest phones in the district are obsolete and will not support the latest Cisco Call Manager software.

PROGRAM DESCRIPTION:

DataVox and Red River offer these products and services through DIR contracts. Funds from the Technology portions of the 2014 and 2017 bonds dedicated to Network Phones will be used to fund this project.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
David Jacobson, Chief Technology Information Officer
David Banks, Director of Network Services

Recommended for approval:



Dr. Thomas Randle
Superintendent

Cisco UC Upgrade

Proposal

Prepared for: Lamar Consolidated Independent
School District

Presented on: 6/10/2019

Version

Quote # DVXQ12038-03





6650 W. Sam Houston Pkwy S, Houston, TX 77072

t. (713)881-5300 www.datavox.net

Quote # DVXQ12038-03

Date Jun 10, 2019

Expiration 30 Days

Prepared for:

Lamar Consolidated Independent Sc

930 E. Stadium Dr.
Rosenberg, TX 77471

David Banks

Email david.banks@lcsid.org

Phone (832) 223-0205

Customer ID #

Project #

Ship to Information:

Lamar Consolidated Independent Sc

930 E. Stadium Dr.
Rosenberg, TX 77471

attn: David Banks

[Here is the quote you requested.](#)

DataVox Contact:

Account Manager: Matt Clare

Phone 713-881-7069

Email mattc@datavox.net

Prepared by: Brett Hodgden

Phone 713-881-7443

Email bretth@datavox.net

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DataVox Texas DIR Vendor Number: 176-025-1479-000

Cisco UC Upgrade

Part #	Description	Contract#	Svc	Qty	Unit Price	Ext. Price
Public Sector Flex Enterprise Agreement (Year One)						
A-FLEX-PUBLICSECT	Flex Public Sector	DIR-TSO-4167	---	1	\$0.00	\$0.00
A-FLEX-EAPL2	EA On-Premises Calling Tier 2 (1)	DIR-TSO-4167	---	4,000	\$68.88	\$275,520.00
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	DIR-TSO-4167	---	1	\$0.00	\$0.00
A-FLEX-SME-12X	Session Manager v12 (1)	DIR-TSO-4167	---	1,600	\$0.00	\$0.00
A-FLEX-SRSTEP	SRST Endpoints (1)	DIR-TSO-4167	---	4,800	\$0.00	\$0.00
A-FLEX-S-AC-12X	Attendant Console Standard Version 12	DIR-TSO-4167	---	6	\$0.00	\$0.00
A-FLEX-EXP-GW	Enable: GW Feature (H323-SIP) (1)	DIR-TSO-4167	---	16	\$0.00	\$0.00

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Part #	Description	Contract#	Svc	Qty	Unit Price	Ext. Price
A-FLEX-EXP-E	Enable Expressway-E Feature Set (1)	DIR-TSO-4167	---	8	\$0.00	\$0.00
A-FLEX-EXP-TURN	1800 TURN Relay Option (1)	DIR-TSO-4167	---	8	\$0.00	\$0.00
A-FLEX-EXP-AN	Enable Advanced Networking Option (1)	DIR-TSO-4167	---	8	\$0.00	\$0.00
A-FLEX-EXP-SERIES	Enable Expressway Series Feature Set (1)	DIR-TSO-4167	---	16	\$0.00	\$0.00
A-FLEX-EXP-RMS	Expressway Rich Media Session (1)	DIR-TSO-4167	---	200	\$0.00	\$0.00
A-FLEX-EXP-DESK	Expressway Deskphone Registration (1)	DIR-TSO-4167	---	5,600	\$0.00	\$0.00
A-FLEX-EXP-ROOM	Expressway Room Registration (1)	DIR-TSO-4167	---	40	\$0.00	\$0.00
A-FLEX-CUCILYNC	CUCILYNC (1)	DIR-TSO-4167	---	480	\$0.00	\$0.00
A-FLEX-JABBER	Jabber (1)	DIR-TSO-4167	---	2,000	\$0.00	\$0.00
A-FLEX-P-UCM-12X	Unified Communications Manager v12 License (1)	DIR-TSO-4167	---	4,800	\$0.00	\$0.00
A-FLEX-P-TPRM-12X	Telepresence Room v12 License (1)	DIR-TSO-4167	---	40	\$0.00	\$0.00
A-FLEX-P-ESS-12X	Essential v12 License (1)	DIR-TSO-4167	---	400	\$0.00	\$0.00
A-FLEX-P-COMMON12X	Common Area v12 License (1)	DIR-TSO-4167	---	800	\$0.00	\$0.00
A-FLEX-P-UCXN-12X	Unity Connection v12 License	DIR-TSO-4167	---	4,800	\$0.00	\$0.00
A-FLEX-P-ER-12X	Emergency Responder v12 License (1)	DIR-TSO-4167	---	4,800	\$0.00	\$0.00
A-FLEX-MSG-ENT	Messaging Entitlement	DIR-TSO-4167	---	4,800	\$0.00	\$0.00
A-FLEX-FILESTG-ENT	File Storage Entitlement	DIR-TSO-4167	---	96,000	\$0.00	\$0.00
A-FLEX-DEVREG-ENT	Cloud Device Registration Entitlement	DIR-TSO-4167	---	4,800	\$0.00	\$0.00
A-FLEX-EXP-PAK	Expressway Product Authorization Key (1)	DIR-TSO-4167	---	1	\$0.00	\$0.00
A-FLEX-EXP-KEY	Expressway Release Key (1)	DIR-TSO-4167	---	16	\$0.00	\$0.00
A-FLEX-SW-12X-K9	On-Premises & Partner Hosted Calling SW Bundle v12 (1)	DIR-TSO-4167	---	1	\$0.00	\$0.00
A-FLEX-ER-12X-K9	Emergency Responder SW Bundle v12 (1)	DIR-TSO-4167	---	1	\$0.00	\$0.00
A-FLEX-NUCM-MC-EAL	NU Cloud Meetings - Meetings purchased with EA Calling (1)	DIR-TSO-4167	---	50	\$198.24	\$9,912.00
A-FLEX-TOLL-DIALIN	Meetings Toll Dial-In Audio (1)	DIR-TSO-4167	---	50	\$0.00	\$0.00
A-SPK-VOIP	Included VoIP (1)	DIR-TSO-4167	---	1	\$0.00	\$0.00
A-FLEX-EDGAUD-USER	A-FLEX Webex Edge Audio	DIR-TSO-4167	---	50	\$0.00	\$0.00
A-FLEX-MC-ENT	Meetings Entitlement (1)	DIR-TSO-4167	---	50	\$0.00	\$0.00
A-FLEX-WX-STG	Included Webex Storage for Flex	DIR-TSO-4167	---	10	\$0.00	\$0.00

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Part #	Description	Contract#	Svc	Qty	Unit Price	Ext. Price
Cisco Flex Agreement YR1	Cisco Flex Agreement YR1	DIR-TSO-4167		1	\$285,432.00	\$285,432.00
					SubTotal	\$285,432.00

Cisco Unified Border Element Licensing

L-CUBE	Cisco Unified Border Element (CUBE) - E-delivery - top level	DIR-TSO-4167	---	1	\$0.00	\$0.00
CON-ECMU-LCUBE001	SWSS UPGRADES Cisco Unified Border Element (CUBE) - E-	DIR-TSO-4167	60	1	\$0.00	\$0.00
CUBE-T-RED	CUBE - 1 Redundant Trunk Session License	DIR-TSO-4167	---	150	\$40.00	\$6,000.00
CON-ECMU-CUBETRDE	SWSS UPGRADES CUBE Redundant Trunk Single Session - 1	DIR-TSO-4167	60	150	\$70.67	\$10,600.50
					SubTotal	\$16,600.50

MigrationFX 1 Year License

L-CP-MGFX-PROMO=	SolutionsPlus: Phone Migration Promotional SKU	DIR-TSO-4167	---	1	\$0.00	\$0.00
L-CP-MGFX-RTU	Phone Migration Standard Splus RTU	DIR-TSO-4167	---	1	\$0.00	\$0.00
L-SP-PRODUCT-TERMS	SolutionsPlus vendor terms available at http://cs.co/spla	DIR-TSO-4167	---	1	\$0.00	\$0.00
					SubTotal	\$0.00

Cisco ISR 4431 CUBE Gateway with Redundant Power

ISR4431-VSEC/K9	Cisco ISR 4431 Bundle with UC & Sec Lic, PVD4-64	DIR-TSO-4167	---	3	\$10,556.95	\$31,670.85
CON-SNTP-ISR44SEC	SNTP-24X7X4 Cisco ISR 4431 UC Se	DIR-TSO-4167	60	3	\$8,775.80	\$26,327.40
SL-44-IPB-K9	IP Base License for Cisco ISR 4400 Series	DIR-TSO-4167	---	3	\$0.00	\$0.00
PVD4-64U128	PVD4 64-channel to 128-channel factory upgrade	DIR-TSO-4167	---	3	\$1,580.48	\$4,741.44
PWR-4430-AC	AC Power Supply for Cisco ISR 4430	DIR-TSO-4167	---	3	\$0.00	\$0.00
PWR-4430-AC/2	AC Power Supply (Secondary PS) for Cisco ISR 4430	DIR-TSO-4167	---	3	\$395.12	\$1,185.36
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	DIR-TSO-4167	---	6	\$0.00	\$0.00
MEM-FLSH-8G	8G eUSB Flash Memory for Cisco ISR 4430	DIR-TSO-4167	---	3	\$0.00	\$0.00
MEM-4400-DP-2G	2G DRAM (1 DIMM) for Cisco ISR 4400 Data Plane	DIR-TSO-4167	---	3	\$0.00	\$0.00
SL-44-UC-K9	Unified Communication License for Cisco ISR 4400 Series	DIR-TSO-4167	---	3	\$0.00	\$0.00
FL-CUBEE-25	CUBE License(OLD OFFER)- 25 sessions(RTU Only)	DIR-TSO-4167	---	3	\$0.00	\$0.00
NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	DIR-TSO-4167	---	9	\$0.00	\$0.00
SL-44-SEC-K9	Security License for Cisco ISR 4400 Series	DIR-TSO-4167	---	3	\$0.00	\$0.00
MEM-44-4G	4G DRAM (1 x 4G) for Cisco ISR 4400	DIR-TSO-4167	---	3	\$0.00	\$0.00

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Part #	Description	Contract#	Svc	Qty	Unit Price	Ext. Price
SISR4400UK9-169	Cisco ISR 4400 Series IOS XE Universal	DIR-TSO-4167	---	3	\$0.00	\$0.00
					SubTotal	\$63,925.05

ISR 4321 SRST for SNEEDS

ISR4321-V/K9	Cisco ISR 4321 Bundle, w/UC License	DIR-TSO-4167	---	1	\$1,125.94	\$1,125.94
CON-SNT-ISR4321V	SNTC-8X5XNBD Cisco ISR 4321 UC Bundle, PVD4-32, UC L	DIR-TSO-4167	60	1	\$1,250.05	\$1,250.05
SL-4320-IPB-K9	IP Base License for Cisco ISR 4320 Series	DIR-TSO-4167	---	1	\$0.00	\$0.00
SL-4320-UC-K9	Unified Communication License for Cisco ISR 4320 Series	DIR-TSO-4167	---	1	\$0.00	\$0.00
PVD4-32	32-channel DSP module	DIR-TSO-4167	---	1	\$544.00	\$544.00
PWR-4320-AC	AC Power Supply for Cisco ISR 4320	DIR-TSO-4167	---	1	\$0.00	\$0.00
CAB-AC-C5	AC Power Cord, Type C5, US, Canada	DIR-TSO-4167	---	1	\$0.00	\$0.00
MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	DIR-TSO-4167	---	1	\$0.00	\$0.00
MEM-4320-4G	4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	DIR-TSO-4167	---	1	\$0.00	\$0.00
NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	DIR-TSO-4167	---	1	\$0.00	\$0.00
FL-CUBEE-5	CUBE License(OLD OFFER)- 5 sessions(RTU Only)	DIR-TSO-4167	---	2	\$0.00	\$0.00
SISR4300UK9-169	Cisco ISR 4300 Series IOS XE Universal	DIR-TSO-4167	---	1	\$0.00	\$0.00
NIM-4FXO	4-port Network Interface Module - FXO (Universal)	DIR-TSO-4167	---	1	\$320.00	\$320.00
					SubTotal	\$3,239.99

ISR 4331 SRST for ALC, ES, MS

ISR4331-V/K9	Cisco ISR 4331 UC Bundle, PVD4-32, UC License	DIR-TSO-4167	---	32	\$1,867.36	\$59,755.52
CON-SNT-ISR4331V	SNTC-8X5XNBD Cisco ISR 4331 UC Bundle, PVD4-32, UC L	DIR-TSO-4167	60	32	\$2,002.96	\$64,094.72
SL-4330-IPB-K9	IP Base License for Cisco ISR 4330 Series	DIR-TSO-4167	---	32	\$0.00	\$0.00
SL-4330-UC-K9	Unified Communication License for Cisco ISR 4330 Series	DIR-TSO-4167	---	32	\$0.00	\$0.00
PWR-4330-AC	AC Power Supply for Cisco ISR 4330	DIR-TSO-4167	---	32	\$0.00	\$0.00
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	DIR-TSO-4167	---	32	\$0.00	\$0.00
PVD4-32	32-channel DSP module	DIR-TSO-4167	---	32	\$0.00	\$0.00
MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	DIR-TSO-4167	---	32	\$0.00	\$0.00
MEM-43-4G	4G DRAM (1 x 4G) for Cisco ISR 4300	DIR-TSO-4167	---	32	\$0.00	\$0.00
NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	DIR-TSO-4167	---	32	\$0.00	\$0.00

Part #	Description	Contract#	Svc	Qty	Unit Price	Ext. Price
FL-CUBEE-5	CUBE License(OLD OFFER)- 5 sessions(RTU Only)	DIR-TSO-4167	---	64	\$0.00	\$0.00
SM-S-BLANK	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	DIR-TSO-4167	---	32	\$0.00	\$0.00
SISR4300UK9-169	Cisco ISR 4300 Series IOS XE Universal	DIR-TSO-4167	---	32	\$0.00	\$0.00
NIM-4FXO	4-port Network Interface Module - FXO (Universal)	DIR-TSO-4167	---	32	\$320.00	\$10,240.00
					SubTotal	\$134,090.24

ISR 4351 SRST for JH, HS, NOC, BCA

ISR4351-V/K9	Cisco ISR 4351 UC Bundle, PVD4-64, UC License	DIR-TSO-4167	---	11	\$4,525.79	\$49,783.69
CON-SNT-ISR4351V	SNTC-8X5XNBD Cisco ISR 4351 UC Bundle, PVD4-64, UC L	DIR-TSO-4167	60	11	\$4,387.62	\$48,263.82
SL-4350-IPB-K9	IP Base License for Cisco ISR 4350 Series	DIR-TSO-4167	---	11	\$0.00	\$0.00
SL-4350-UC-K9	Unified Communication License for Cisco ISR 4350 Series	DIR-TSO-4167	---	11	\$0.00	\$0.00
PWR-4450-AC	AC Power Supply for Cisco ISR 4450 and ISR4350	DIR-TSO-4167	---	11	\$0.00	\$0.00
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	DIR-TSO-4167	---	11	\$0.00	\$0.00
MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	DIR-TSO-4167	---	11	\$0.00	\$0.00
POE-COVER-4450	Cover for empty POE slot on Cisco ISR 4450	DIR-TSO-4167	---	11	\$0.00	\$0.00
MEM-43-4G	4G DRAM (1 x 4G) for Cisco ISR 4300	DIR-TSO-4167	---	11	\$0.00	\$0.00
FL-CUBEE-25	CUBE License(OLD OFFER)- 25 sessions(RTU Only)	DIR-TSO-4167	---	11	\$0.00	\$0.00
NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	DIR-TSO-4167	---	22	\$0.00	\$0.00
SM-S-BLANK	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	DIR-TSO-4167	---	22	\$0.00	\$0.00
PVD4-64	64-channel DSP module	DIR-TSO-4167	---	11	\$0.00	\$0.00
SISR4300UK9-169	Cisco ISR 4300 Series IOS XE Universal	DIR-TSO-4167	---	11	\$0.00	\$0.00
NIM-4FXO	4-port Network Interface Module - FXO (Universal)	DIR-TSO-4167	---	11	\$320.00	\$3,520.00
					SubTotal	\$101,567.51

IP Phones

CP-8841-K9=	Cisco IP Phone 8841	DIR-TSO-4167	---	547	\$164.80	\$90,145.60
CP-8845-K9=	Cisco IP Phone 8845	DIR-TSO-4167	---	534	\$184.00	\$98,256.00
CP-8865-K9=	Cisco IP Phone 8865	DIR-TSO-4167	---	44	\$254.40	\$11,193.60
CP-8800-V-KEM=	8800 Series Video KEM, 28 Button	DIR-TSO-4167	---	44	\$166.40	\$7,321.60
CP-PWR-CUBE-4=	IP Phone power transformer for the 89/9900 phone series	DIR-TSO-4167	---	44	\$22.40	\$985.60

This document is confidential and the property of DataVox. Any copy or reuse of this document, its contents, recommendations and/or solutions in whole or part is strictly prohibited without prior written consent of DataVox. All returns are subject to the DataVox equipment return policy.

Part #	Description	Contract#	Svc	Qty	Unit Price	Ext. Price
CP-PWR-CORD-NA=	Power Cord, North America	DIR-TSO-4167	---	44	\$3.20	\$140.80
CP-8832-K9	Cisco 8832 in Charcoal with accessories for North America	DIR-TSO-4167	---	5	\$510.40	\$2,552.00
CP-8832-POE	Cisco IP Conference Phone 8832 PoE Accessories for Worldwide	DIR-TSO-4167	---	5	\$40.00	\$200.00
					SubTotal	\$210,795.20

Cisco Training Credits

TRN-CLC-000	10 Training credit. Expires in 1 yr. Team Captain required.	DIR-TSO-4167		6	\$0.00	\$0.00
					SubTotal	\$0.00

Recurring Amounts:

\$285432.00 Billed Yearly

SubTotal	\$815,650.49
Tax	\$0.00
Total	\$815,650.49

Purchase Options

[] Terms Purchase (purchase amount \$815,650.49), [plus \$285,432.00 annually]

Purchase Notes

- ⦿ A 15% restocking fee will be applied to all returned equipment. Custom built designs and configurations may not be returnable.



Quote # DVXQ12038-03

Lamar Consolidated Independent School District Cisco UC Upgrade SOW

Terms and Conditions

The Texas Department of Information Resources (DIR) terms and conditions shall govern the execution of the DataVox contract with the Customer. To view a copy of the *DIR Standard Terms and Conditions for Product and Related Services Contracts*, refer to the DataVox corporate Website DIR page.

<https://www.datavox.net/texas-dir/>

Cisco Collaboration Flex Plan Contract

Terms of Contract

The contract term for this agreement is 60 months and will auto renew at the end of the term for 12 months. The billing for this agreement will be Annual. Any Transfer Credits or Competitor Credits that were applied during the initial term of the agreement will be applied to any auto renewal terms. **Cisco will not apply SWSS Residential Credits or Other Credits to the auto-renewal subscription.**

Cisco reserves the right to change the price of a subscription offer. If the price of a subscription offer changes prior to renewal, DataVox will notify the customer of the price change reasonably in advanced of such renewal.

Termination of Contract

If the customer does not wish to renew the contract at the end of the term of the current subscription, the customer must provide notice of non-renewal thirty (30) days prior to the end of the then current subscription term.

Supporting Cisco Documentation

Please initial the fields below to confirm that you read, understood and agree to comply with Cisco's requirements. Copies of the following documents are available in the appendix of this document and links provided. **Cisco reserves the right to update the agreements at any time.**

_____ An authorized representative of the customer will accurately complete the **Cisco End User Information Form** provided.

_____ I read and understand the **Cisco Collaboration Flex Plan Offer** Description provided.
https://www.cisco.com/c/dam/en_us/about/doing_business/legal/OfferDescriptions/cisco_collaboration_flex_plan.pdf

_____ I read, understand and agree to the terms and conditions in the **Cisco Universal Cloud Agreement** provided
https://www.cisco.com/c/dam/en_us/about/doing_business/legal/docs/universal-cloud-agreement.pdf

_____ I read, understand and agree to the terms and conditions in the **Cisco End User License Agreement** provided
https://www.cisco.com/c/dam/en_us/about/doing_business/legal/eula/cisco_end_user_license_agreement-eng.pdf

Cisco Collaboration Flex Plan Contract

Approval Signature

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Contract to be duly executed

DataVox, Inc.

Lamar Consolidated ISD

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Prepared For:
 LAMAR CISD
 DAVID JACOBSON
 3911 AVENUE I
 ROSENBURG
 TX 77471

832-223-0234
 djacobson@cisid.org

Salesperson Info:
 CHAD STEWART

 CHAD.STEWART@REDRIVER.COM

Sales Support Info:
 JOHN FLANNERY
 +1-603-442-5575
 JOHN.FLANNERY@REDRIVER.COM

Quote: OP-0018325-1
 Quote Date: 6/3/2019
 Customer Reference

 Lead Time: 30
 Contract Type:
 TERMS: NET 30
 Ship Via: GRD SHIP
 FOB: FOB Destination

MFG P/N	Manufacturer	Description	Contract No.	CLIN	QTY	Unit Price	Ext. Price
RRPS-PROJ-FFP	RED RIVER	RED RIVER PROJECT FFP	DIR-TSO-4167		1	\$83,000.00	\$83,000.00
TRAVEL	RED RIVER	ESTIMATED TRAVEL BILLED AS ACTUALS			1	\$3,485.50	\$3,485.50
		*****OPTIONAL SERVICES*****					
RRPS-DIALPLAN	RED RIVER	OPTIONAL SERVICE #1: DIAL PLAN MIGRATION	DIR-TSO-4167		1	\$8,000.00	\$8,000.00
RRPS-GW-PHASE	RED RIVER	OPTIONAL SERVICE #3: PHASED GATEWAY DEPLOYMENT	DIR-TSO-4167		1	\$3,766.67	\$3,766.67
RRPS-ASSES-REM	RED RIVER	OPTIONAL SERVICE #4: ASSESSMENT REMEDIATION	DIR-TSO-4167		1	\$9,883.34	\$9,883.34
						Total Price:	\$108,135.51

Company Information

Red River Technology LLC
 21 Water Street
 Suite 500
 CLAREMONT, NH 03743
 603-448-8880
 603-448-8844
 www.redriver.com

Federal Tax ID: 02-0483341
 CAGE: 04MB1
 DUNS: 933678708
 SAM Certified
 ISO 9001:2015

Remit To

Red River Technology LLC
 PO Box 780924
 Philadelphia, PA 19178-0924

*** Attention Contracting ***

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Domestic Orders placed against this quote may be subject to state sales tax unless your organization's tax exemption certificate for the appropriate state(s) is included in your order. This quote is provided IAW FAR Part 13, 14, or 15.

This quote is valid for 30 days unless otherwise noted within this quote.

Terms and Conditions

Thank you for working with Red River Technology LLC

Quotations are considered all or nothing unless otherwise specified. Please contact us if you have a quotation you would like to procure a portion of.

This quote is intended for the use of the person to whom it is addressed and contains information that is privileged and confidential and may be protected from disclosure under applicable law. If you are not the intended recipient, your use of this message for any purpose is strictly prohibited. If you have received this quote in error, please notify the sender so that we may correct our records

By soliciting and accepting this quote, the intended recipient of this quote agrees not to disclose its content to any third party, including without limitation any other vendors, and agrees not to use this quote for any purpose other than determining whether to purchase the quoted goods or services from Red River Technology LLC.

You agree that Red River Technology LLC shall be entitled to enjoin any violation of this obligation and shall be entitled to whatever other remedies are afforded under law for any violation.

All purchases are subject to credit approval.

Invoicing of hardware/software products and licensing will be based on proof of delivery. Invoicing of services will be based on Period of Performance (POP) start date, milestone completion, or as otherwise agreed upon in Statement of Work (SOW).

All returns are subject to pre-approval and must have an RMA (Return Merchandise Authorization) number issued by Red River Technology LLC.

Return approval may be based on the policies of the manufacturers whose products we provide. Generally, unopened products in 100% re-sellable condition may be returned within 30 days.

Please take note that most manufacturers do not permit the return of products that have been opened, custom built or otherwise preconfigured. Some manufacturers do not allow returns for any reason. Please check with your sales representative for specific manufacturer return guidelines. Failure to return a product within the applicable return period will be deemed to be an acceptance of the product.

Red River Technology LLC does not separately warrant the products of the manufacturers we carry.

Shipments of information technology products to California may require additional charges to cover CA state environmental fees.

Terms and conditions, and other contractual obligations, based on effective customer specific contracts and/or agreements supersede and take precedence over these standard terms and conditions.

Orders may be subject to state or local taxes without the provision of reseller, or valid tax exemption certificates.

Red River Technology LLC is an equal opportunity employer. All decisions concerning the employment relationship are made without regard to age, race, color, religion, creed, sex, national origin, marital status, veteran status, the presence of any physical or mental disability, genetic information or any other status or characteristic protected by federal, state, or local law. Discrimination or harassment based upon any of these factors is wholly inconsistent with our company values and will not be tolerated.

These terms and conditions are subject to change without notice.

Additional shipping charges may apply when OCONUS, expedited, or heavy-weight shipments or any non-standard shipping arrangements are requested and/or required for order fulfillment.

As prescribed in 32.111(a)(1), the Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if-

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

**INFORMATION ITEM: TERRY HIGH, GEORGE JUNIOR HIGH, AND
NAVARRO MIDDLE SCHOOLS MASCOT**

BACKGROUND INFORMATION:

With consideration regarding the concept that sharing the same mascot brings a community together and builds a sense of belonging and pride, Terry High, George Junior High, and Navarro Middle Schools have joined together to unite as “One Ranger Family to start a Red-Volution.” Beginning with the 2019-2020 school year, the red track secondary campuses wish to share the Ranger mascot. Current schools that employ this philosophy are the blue track secondary campuses (Mustangs), maroon track secondary campuses (Longhorns), and the purple track secondary campuses (Chargers).

Resource Person: Dr. Teri Mossige, Chief Academic Officer
Nikki Nelson, Director of Athletics
Dr. Andree Osagie, Terry High School Principal
Stephen Judice, George Junior High School Principal
Stephanie McElroy, Wessendorff Middle School Principal



INFORMATION ITEM: APPOINTMENT OF BOARD COMMITTEES

BACKGROUND INFORMATION:

Ms. Kay Danziger, Board President, will appoint board members to serve on standing and ad hoc committees for the 2019-2020 school year. Last year's committees and members are:

	2018-2019	2019-2020
<u>STANDING COMMITTEES</u>		
POLICY REVIEW COMMITTEE	Tyson Harrell* Mandi Bronsell Kay Danziger	Mandi Bronsell* Alex Hunt Joy Williams
FINANCIAL AUDIT COMMITTEE	Mandi Bronsell* Joe Hubenak James Steenbergen	Kathryn Kaminski* Mandi Bronsell Jon Welch
FACILITIES COMMITTEE	Kay Danziger* Kathryn Kaminski James Steenbergen	Alex Hunt* Kay Danziger Kathryn Kaminski
ATTENDANCE BOUNDARY COMMITTEE	Melisa Roberts* Kathryn Kaminski James Steenbergen	Joy Williams* Jon Welch Joe Hubenak
INFORMATION TECHNOLOGY COMMITTEE	Joe Hubenak* Tyson Harrell Melisa Roberts	Joe Hubenak* Jon Welch Kay Danziger

PROGRAM DESCRIPTION:

If board members have an interest in specific committees, please contact Ms. Danziger.

Board Members marked with an * are the chairpersons.

INFORMATION ITEM: BOARD POLICIES - FIRST READING

The following local policies are attached for review:

- Localized Policy Manual Update 112

Local policies are customized to provide a procedure or guidelines to enforce the legal policies and district guidelines.

Resource Person: Dr. Thomas Randle, Superintendent

Localized Policy Manual Update 112

Lamar CISD

Remember: You can download a PDF of this update packet, annotated copies of the (LOCAL) policies, editable (LOCAL) text, and more on my.tasb.org under Policy Service Resource Library: Local Manual Updates.

Need help? Please call your policy consultant at 800-580-7529 or email Policy.Service@TASB.org.

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Overview

Update 112 focuses primarily on amendments to the Administrative Code resulting from legislation from the 85th Legislative Session. Recommended changes to local policies include the following topics:

- District acceptance of electronic signatures
- Procurement requirements for federal awards
- Term contract entitlement
- False claims of discrimination, harassment, or retaliation
- Standards for advertisements
- Grievance procedures for when a district refuses entry to or ejects a person from district property

Your Localized Update 112 packet also contains:

- **Explanatory Notes** describing the changes to each policy. Please note that, where appropriate, the Explanatory Notes ask you to verify that a particular policy reflects current district practice and to advise us of any changes needed so that our records and the district's policy manual accurately track the district's practice. Explanatory notes may also provide important information about policies not included in the update packet.
- ***Vantage Points—A Board Member's Guide to Update 112***, which provides local officials a highly summarized first glance at the update. Please distribute the enclosed copies of *Vantage Points* to your board members with the review copies of the update.
- **Instructions** for incorporating this update into each of the district's Localized Policy Manuals after board adoption. Use the enclosed Instruction Sheet as a guide to which policies should be added, replaced, and removed from your manual.

Legal Services Update Memo

TASB Legal Services' [Legal Issues in Update 112 memo](#) (available in the myTASB Policy Service Resource Library under Policy Manual Update Resources) describes common legal concerns specific to the local policies recommended in this update for your consideration prior to board adoption of any local policies. Local policies will not be sent for a separate review by Legal Services as part of the update process. If after reviewing the memo you have questions about any specific provisions in your local policies, please contact TASB Legal Services at 800-580-5345.

(LEGAL) vs. (LOCAL) Policies: Remember the Difference

(LEGAL) policies:

- Reflect the ever-changing legal context for governance and management of the district
- Should inform local decision making
- Should NOT be adopted, but only reviewed

(LOCAL) policies:

- Require close attention by both the administration and the board
- Must reflect the practices of the district and the intentions of the board

- May only be changed by board action (adopt, revise, or repeal)

If your board adopts changes to the (LOCAL) policies contained in this packet, please notify your policy consultant.

How to Place Policy Changes on the Agenda for Board Action

Board action on Localized Update 112 must occur within a properly posted, open meeting of the board.

- Update 112 may be addressed on the agenda posting as “Policy Update 112, affecting (LOCAL) policies (see attached list of codes).”
- You may use the “Agenda Posting (LOCAL) Policy List” provided online in *Local Manual Updates* and attach that list to the posting, or you may compile a list of (LOCAL) policy codes, titles, and subtitles from the material provided below.
- **BoardBook** compilers should use “Policy Update 112, affecting (LOCAL) policies” as the agenda item and, as agenda sub-items, the policy code, title, and subtitle of each of the (LOCAL) policies affected by the update.
- Here is a suggested motion for board action on Localized Update 112:

“I move that the board add, revise, or delete (LOCAL) policies as recommended by TASB Policy Service and according to the Instruction Sheet for TASB Localized Policy Manual Update 112 [with the following changes:]”

How to Notify Policy Service of Board Action

Notify Policy Service of the board’s action on Update 112 using the Update 112 Adoption Notification Form, enclosed, so Policy Service records remain accurate.

How to Keep Minutes

The board’s action on Localized Update 112 must be reflected in board minutes. Your minutes should include:

- The list of proposed (LOCAL) policy actions, such as the Instruction Sheet—annotated to reflect any changes made by the board
- The Explanatory Notes for the update (filed as an attachment to the minutes)
- Copies of new, replaced, or rescinded (LOCAL) policies

How to Maintain Your Historical Record

To construct a separate historical record of the manual, you must track the history of individual (LOCAL) policies. You should maintain a permanent historical record of every (LOCAL) policy adopted, revised, or rescinded by the board.

At a minimum, this record should include the following key pieces of information:

- Policy code
- Date of board action
- Text of policy

For more guidance on maintaining this record, please refer to:

- [The Administrator's Guide to Policy Management](#)
- [Tutorial videos](#) on handling an update

These guides are available in the myTASB Policy Service Resource Library.

How to Keep Your Administrative Regulations Current

Inspect your administrative procedures and documents—including (EXHIBIT)s, (REGULATION)s, handbooks, and guides—that may be affected by Update 112 policy changes.

If you must make changes to the (REGULATION)s or (EXHIBIT)s contained in your board policy manual, please notify your policy consultant.

Disclaimer and Copyright

PLEASE NOTE: This information is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matter. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or other professional adviser. Consult with your attorney or professional adviser to apply these principles to specific fact situations.

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Instruction Sheet

TASB Localized Policy Manual Update 112

Lamar CISD

Code	Type	Action To Be Taken	Note
BBFA	(LEGAL)	Replace policy	Revised policy
BBFB	(LEGAL)	Replace policy	Revised policy
BJA	(LOCAL)	Replace policy	Revised policy
BJCD	(LEGAL)	Replace policy	Revised policy
C	(LEGAL)	Replace table of contents	Revised table of contents
CBB	(LEGAL)	Replace policy	Revised policy
CCE	(LEGAL)	Replace policy	Revised policy
CCG	(LEGAL)	Replace policy	Revised policy
CCG	(LOCAL)	DELETE policy	See explanatory note
CCGA	(LEGAL)	ADD policy	See explanatory note
CCGA	(LOCAL)	ADD policy	See explanatory note
CCGB	(LEGAL)	ADD policy	See explanatory note
CCH	(LEGAL)	Replace policy	Revised policy
CFA	(LEGAL)	Replace policy	Revised policy
CFC	(LEGAL)	Replace policy	Revised policy
CH	(LEGAL)	Replace policy	Revised policy
CH	(LOCAL)	Replace policy	Revised policy
CHF	(LEGAL)	Replace policy	Revised policy
CHG	(LEGAL)	Replace policy	Revised policy
CNA	(LEGAL)	Replace policy	Revised policy
CO	(LEGAL)	Replace policy	Revised policy
COA	(LEGAL)	Replace policy	Revised policy
COB	(LEGAL)	Replace policy	Revised policy
CQ	(LOCAL)	Replace policy	Revised policy
CV	(LOCAL)	Replace policy	Revised policy
DBB	(LEGAL)	Replace policy	Revised policy
DBD	(LEGAL)	Replace policy	Revised policy
DCB	(LEGAL)	Replace policy	Revised policy
DCB	(LOCAL)	Replace policy	Revised policy
DFE	(LEGAL)	Replace policy	Revised policy
DH	(LOCAL)	Replace policy	Revised policy
DH	(EXHIBIT)	Replace exhibit	Revised exhibit
DHB	(LEGAL)	Replace policy	Revised policy
DHE	(LEGAL)	Replace policy	Revised policy

Instruction Sheet
TASB Localized Policy Manual Update 112

Lamar CISD

Code	Type	Action To Be Taken	Note
DIA	(LEGAL)	Replace policy	Revised policy
DIA	(LOCAL)	Replace policy	Revised policy
DP	(LEGAL)	Replace policy	Revised policy
EHAC	(LEGAL)	Replace policy	Revised policy
EHAD	(LEGAL)	Replace policy	Revised policy
EHB	(LEGAL)	Replace policy	Revised policy
EHBC	(LEGAL)	Replace policy	Revised policy
EHBE	(LEGAL)	Replace policy	Revised policy
EHBI	(LEGAL)	Replace policy	Revised policy
EHDC	(LEGAL)	Replace policy	Revised policy
EI	(LEGAL)	Replace policy	Revised policy
EIF	(LEGAL)	Replace policy	Revised policy
FFAC	(LEGAL)	Replace policy	Revised policy
FMA	(LOCAL)	Replace policy	Revised policy
FNG	(LOCAL)	Replace policy	Revised policy
FNG	(EXHIBIT)	Review exhibit	Revise as necessary
FODA	(LEGAL)	Replace policy	Revised policy
GF	(LOCAL)	Replace policy	Revised policy
GKA	(LEGAL)	Replace policy	Revised policy
GKA	(LOCAL)	Replace policy	Revised policy
GKB	(LEGAL)	Replace policy	Revised policy
GKB	(LOCAL)	Replace policy	Revised policy
GRA	(LEGAL)	Replace policy	Revised policy

CURRENT

SUPERINTENDENT QUALIFICATIONS AND DUTIES

BJA
(LOCAL)

Duties

In addition to responsibilities specifically provided by law or in the Superintendent's contract, the Superintendent shall:

Educational Leadership

1. Provide leadership and direction for the development of an educational system that is based on the needs of students, on standards of excellence and equity, and on community goals. Toward that end, the Superintendent shall:

Instructional Management

- a. Establish effective mechanisms for communication to and from staff in instructional evaluation, planning, and decision making.
- b. Oversee annual planning for instructional improvement and monitor for effectiveness.
- c. Ensure that goals and objectives form the basis of curricular decision making and instruction and communicate expectations for high achievement.
- d. Ensure that appropriate data are used in developing recommendations and making decisions regarding the instructional program and resources.
- e. Oversee a system for regular evaluation of instructional programs, including identifying areas for improvement, to attain desired student achievement.

Student Services Management

- f. Oversee student services, including health and safety services, counseling services, and extracurricular programs, and monitor for effectiveness.
- g. Oversee a discipline management program and monitor for equity and effectiveness.
- h. Encourage, oversee, and participate in activities for recognition of student efforts and accomplishments.

Staff Development and Professional Growth

- i. Oversee a program of staff development and monitor staff development for effectiveness in improving district performance.
- j. Stay abreast of developments in educational leadership and administration.

District Management

2. Demonstrate effective planning and management of District administration, finances, operations, and personnel. To accomplish this, the Superintendent shall:

Facilities and Operations Management

- a. Implement and oversee a planning process that results in goals, targets, or priorities for all major areas of District operations, including facilities maintenance and operations, transportation, and food services.

SUPERINTENDENT
QUALIFICATIONS AND DUTIES

BJA
(LOCAL)

- b. Monitor effectiveness of District operations against appropriate benchmarks.
- c. Oversee procedures to ensure effective and timely compliance with all legal obligations, reporting requirements, and policies.
- d. Ensure that key planning activities within the District are coordinated and are consistent with Board policy and applicable law and that goals and results are communicated to staff, students, and the public as appropriate.
- Fiscal Management
 - e. Oversee a budget development process that results in recommendations based on District priorities, available resources, and anticipated changes to district finances.
 - f. Oversee budget implementation to ensure appropriate expenditure of budgeted funds, to provide for clear and timely budget reports, and to monitor for effectiveness of the process.
 - g. Ensure that District investment strategies, risk management activities, and purchasing practices are sound, cost-effective, and consistent with District policy and law.
 - h. Maintain a system of internal controls to deter and monitor for fraud or financial impropriety in the District.
- Human Resources Management
 - i. Ensure that the system for recruiting and selection results in personnel recommendations based on defined needs, goals, and priorities.
 - j. Organize District staff in a manner consistent with District priorities and resources and monitor administrative organization at all levels for effectiveness and efficiency.
 - k. Oversee a performance appraisal process for all staff that reinforces a standard of excellence and assesses deficiencies; ensure that results are used in planning for improvement.
 - l. Administer a compensation and benefits plan for employees based on clearly defined goals and priorities.
 - m. Encourage, oversee, and participate in staff recognition and support activities.
 - n. Oversee a program for staff retention and monitor for effectiveness.

SUPERINTENDENT
QUALIFICATIONS AND DUTIES

BJA
(LOCAL)

**Board and
Community
Relations**

Board

3. Maintain positive and professional working relationships with the Board and the community. The responsibilities in this regard shall encompass the following:

- a. Keep the Board informed of significant issues as they arise, using agreed upon criteria and procedures for information dissemination.
- b. Respond in a timely and complete manner to Board requests for information that are consistent with Board policy and established procedures.
- c. Provide recommendations and appropriate supporting materials to the Board on matters for Board decision.
- d. Articulate and support Board policy and decisions to staff and community.

Community

- e. Direct a proactive program of internal and external communication at all levels designed to improve staff and community understanding and support of the District.
- f. Establish mechanisms for community and business involvement in the schools and encourage participation.
- g. Work with other governmental entities and community organizations to meet the needs of students and the community in a coordinated way.

Delegation

To the extent permitted by law, the Superintendent may delegate responsibilities to other employees of the District but shall remain accountable to the Board for the performance of all duties, delegated or otherwise.

Duties

In addition to responsibilities specifically provided by law or in the Superintendent's contract, the Superintendent shall provide educational leadership, demonstrate district management, and maintain positive Board and community relations.

Educational Leadership

1. To provide~~Provide~~ leadership and direction for the development of an educational system that is based on the needs of students, on standards of excellence and equity, and on community goals. ~~Toward that end~~, the Superintendent shall:

Instructional Management

- a. Establish effective mechanisms for communication to and from staff in instructional evaluation, planning, and decision making.
- b. Oversee annual planning for instructional improvement and monitor for effectiveness.
- c. Ensure that goals and objectives form the basis of curricular decision making and instruction and communicate expectations for high achievement.
- d. Ensure that appropriate data are used in developing recommendations and making decisions regarding the instructional program and resources.
- e. Oversee a system for regular evaluation of instructional programs, including identifying areas for improvement, to attain desired student achievement.

Student Services Management

- f. Oversee student services, including health and safety services, counseling services, and extracurricular programs, and monitor for effectiveness.
- g. Oversee a discipline management program and monitor for equity and effectiveness.
- h. Encourage, oversee, and participate in activities for recognition of student efforts and accomplishments.

Staff Development and Professional Growth

- i. Oversee a program of staff development and monitor staff development for effectiveness in improving district performance.
- j. Stay abreast of developments in educational leadership and administration.

District Management

2-1. To demonstrate~~Demonstrate~~ effective planning and management of District administration, finances, operations, and personnel. ~~To accomplish this~~, the Superintendent shall:

SUPERINTENDENT
QUALIFICATIONS AND DUTIES

BJA
(LOCAL)

Facilities and
Operations
Management

- a. Implement and oversee a planning process that results in goals, targets, or priorities for all major areas of District operations, including facilities maintenance and operations, transportation, and food services.
- b. Monitor effectiveness of District operations against appropriate benchmarks.
- c. Oversee procedures to ensure effective and timely compliance with all legal obligations, reporting requirements, and policies.
- d. Ensure that key planning activities within the District are coordinated and are consistent with Board policy and applicable law and that goals and results are communicated to staff, students, and the public as appropriate.

Fiscal Management

- e. Oversee a budget development process that results in recommendations based on District priorities, available resources, and anticipated changes to district finances.
- f. Oversee budget implementation to ensure appropriate expenditure of budgeted funds, to provide for clear and timely budget reports, and to monitor for effectiveness of the process.
- g. Ensure that District investment strategies, risk management activities, and purchasing practices are sound, cost-effective, and consistent with District policy and law.
- h. Maintain a system of internal controls to deter and monitor for fraud or financial impropriety in the District.

Human Resources
Management

- i. Ensure that the system for recruiting and selection results in personnel recommendations based on defined needs, goals, and priorities.
- j. Organize District staff in a manner consistent with District priorities and resources and monitor administrative organization at all levels for effectiveness and efficiency.
- k. Oversee a performance appraisal process for all staff that reinforces a standard of excellence and assesses deficiencies; ensure that results are used in planning for improvement.
- l. Administer a compensation and benefits plan for employees based on clearly defined goals and priorities.
- m. Encourage, oversee, and participate in staff recognition and support activities.

SUPERINTENDENT
QUALIFICATIONS AND DUTIES

BJA
(LOCAL)

- n. Oversee a program for staff retention and monitor for effectiveness.

**Board and
Community
Relations**

~~Board~~

~~3-1. To maintain~~ Maintain positive and professional working relationships with the Board and the community, ~~the Superintendent. The responsibilities in this regard shall encompass the following:~~

- a. Keep the Board informed of significant issues as they arise, using agreed upon criteria and procedures for information dissemination.
- b. Respond in a timely and complete manner to Board requests for information that are consistent with Board policy and established procedures.
- c. Provide recommendations and appropriate supporting materials to the Board on matters for Board decision.
- d. Articulate and support Board policy and decisions to staff and community.

Community

- e. Direct a proactive program of internal and external communication at all levels designed to improve staff and community understanding and support of the District.
- f. Establish mechanisms for community and business involvement in the schools and encourage participation.
- g. Work with other governmental entities and community organizations to meet the needs of students and the community in a coordinated way.

Delegation

To the extent permitted by law, the Superintendent may delegate responsibilities to other employees of the District but shall remain accountable to the Board for the performance of all duties, delegated or otherwise.

**No Discounts or
Split Payments**

Discount or split payment options shall not be provided for the payment of property taxes in the District.

**Historic Site Tax
Exemption**

The Board may exempt from taxation part or all of the assessed value of a structure and the land necessary for access to and use of the structure in accordance with Tax Code 11.24, if the structure is:

1. Designated as a Recorded Texas Historic Landmark by the Texas Historical Commission and by the Board; or
2. Designated as a historically significant site in need of tax relief to encourage its preservation pursuant to an ordinance, motion, resolution, or other law adopted by the Board.

The granting of a historic site tax exemption by the Board is restricted to nonprofit and/or charitable organizations. However, any individual or corporate entity may apply. A "nonprofit and/or charitable organization" is defined for the purposes of this policy as a corporation, trust, charitable foundation, or other legally recognized entity which operates in the regular course of business to serve civic, educational, charitable, or other public needs. The granting of a historic site tax exemption is left to the sole discretion of the Board. The Board may grant this exemption to such an organization on an annual basis. Application for an exemption must be made by the nonprofit and/or charitable organization. If an exemption is granted on a structure or land owned by a nonprofit and/or charitable organization, the Board may continue to grant the exemption on an annual basis without need of continued application by the organization. However, the Board at all times retains the discretion to deny an exemption.

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Purchasing Authority

The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services in accordance with CH(LEGAL) or any lawful method.

Purchasing Method

The Board delegates to the Superintendent or designee the authority to determine the method of purchasing in accordance with CH(LEGAL).

Competitive Bidding

If competitive bidding is chosen as the purchasing method, the Superintendent or designee shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

The District may reject any and all bids.

Competitive Sealed Proposals

If competitive sealed proposals are chosen as the purchasing method, the Superintendent or designee shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

The District may reject any and all proposals.

Electronic Bids or Proposals

Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

Responsibility for Debts

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

PURCHASING AND ACQUISITION

CH
(LOCAL)

**Purchase
Commitments**

All purchase commitments shall be made by the Superintendent or designee in accordance with administrative procedures, including the District's purchasing procedures.

Personal Purchases

District employees shall not be permitted to make purchases for personal use through the District's business office.

Purchasing Authority

The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services in accordance with CH(LEGAL) or [CBB\(LEGAL\)](#) or any lawful method.

Purchasing Method

The Board delegates to the Superintendent or designee the authority to determine the method of purchasing in accordance with CH(LEGAL) or [CBB\(LEGAL\)](#), as appropriate.

Competitive Bidding

If competitive bidding is chosen as the purchasing method, the Superintendent or designee shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

The District may reject any and all bids [in accordance with state or federal law, as applicable](#).

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PURCHASING AND ACQUISITION

CH
(LOCAL)

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Commitments**

All purchase commitments shall be made by the Superintendent or designee in accordance with administrative procedures, including the District's purchasing procedures.

Personal Purchases

District employees shall not be permitted to make purchases for personal use through the District's business office.

Note: For Board member use of District technology resources, see BBI. For student use of personal electronic devices, see FNCE.

For purposes of this policy, “technology resources” means electronic communication systems and electronic equipment.

Availability of Access

Access to the District’s technology resources, including the Internet, shall be made available to students and employees primarily for instructional and administrative purposes and in accordance with administrative regulations.

Limited Personal Use

Limited personal use of the District’s technology resources shall be permitted if the use:

1. Imposes no tangible cost on the District;
2. Does not unduly burden the District’s technology resources; and
3. Has no adverse effect on an employee’s job performance or on a student’s academic performance.

Use by Members of the Public

Access to the District’s technology resources, including the Internet, shall be made available to members of the public, in accordance with administrative regulations. Such use shall be permitted so long as the use:

1. Imposes no tangible cost on the District; and
2. Does not unduly burden the District’s technology resources.

Acceptable Use

The Superintendent or designee shall develop and implement administrative regulations, guidelines, and user agreements consistent with the purposes and mission of the District and with law and policy.

Access to the District’s technology resources is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all administrative regulations governing use of the District’s technology resources and shall agree in writing to allow monitoring of their use and to comply with such regulations and guidelines. Noncompliance may result in suspension of access or termination of privileges and other disciplinary action consistent with District policies. [See DH, FN series, FO series, and the Student Code of Conduct] Violations of law may result in criminal prosecution as well as disciplinary action by the District.

Internet Safety

The Superintendent or designee shall develop and implement an Internet safety plan to:

TECHNOLOGY RESOURCES

CQ
(LOCAL)

1. Control students' access to inappropriate materials, as well as to materials that are harmful to minors;
2. Ensure student safety and security when using electronic communications;
3. Prevent unauthorized access, including hacking and other unlawful activities;
4. Restrict unauthorized disclosure, use, and dissemination of personally identifiable information regarding students; and
5. Educate students about cyberbullying awareness and response and about appropriate online behavior, including interacting with other individuals on social networking Web sites and in chat rooms.

Filtering

Each District computer with Internet access and the District's network systems shall have filtering devices or software that blocks access to visual depictions that are obscene, pornographic, inappropriate for students, or harmful to minors, as defined by the federal Children's Internet Protection Act and as determined by the Superintendent or designee.

The Superintendent or designee shall enforce the use of such filtering devices. Upon approval from the Superintendent or designee, an administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose.

Monitored Use

Electronic mail transmissions and other use of the District's technology resources by students, employees, and members of the public shall not be considered private. Designated District staff shall be authorized to monitor the District's technology resources at any time to ensure appropriate use.

Disclaimer of Liability

The District shall not be liable for users' inappropriate use of the District's technology resources, violations of copyright restrictions or other laws, users' mistakes or negligence, and costs incurred by users. The District shall not be responsible for ensuring the availability of the District's technology resources or the accuracy, age appropriateness, or usability of any information found on the Internet.

Record Retention

A District employee shall retain electronic records, whether created or maintained using the District's technology resources or using personal technology resources, in accordance with the District's record management program. [See CPC]

**Security Breach
Notification**

Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law.

The District shall give notice by using one or more of the following methods:

1. Written notice.
2. Electronic mail, if the District has electronic mail addresses for the affected persons.
3. Conspicuous posting on the District's Web site.
4. Publication through broadcast media.

Note: For Board member use of District technology resources, see BBI. For student use of personal electronic devices, see FNCE.

For purposes of this policy, “technology resources” means electronic communication systems and electronic equipment.

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Record Retention

A District employee shall retain electronic records, whether created or maintained using the District's technology resources or using personal technology resources, in accordance with the District's record management program. [See CPC]

Electronically Signed Documents

At the District's discretion, the District may make certain transactions available online, including student admissions documents, student grade and performance information, contracts for goods and services, and employment documents.

To the extent the District offers transactions electronically, the District may accept electronic signatures in accordance with this policy.

When accepting electronically signed documents or digital signatures, the District shall comply with rules adopted by the Department of Information Resources, to the extent practicable, to:

- Authenticate a digital signature for a written electronic communication sent to the District;
- Maintain all records as required by law;
- Ensure that records are created and maintained in a secure environment;
- Maintain appropriate internal controls on the use of electronic signatures;
- Implement means of confirming transactions; and
- Train staff on related procedures as necessary.

Security Breach Notification

Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law.

The District shall give notice by using one or more of the following methods:

1. Written notice.
2. Electronic mail, if the District has electronic mail addresses for the affected persons.
3. Conspicuous posting on the District's ~~website~~ **Web site**.
4. Publication through broadcast media.

Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Construction Contracts

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series]

For construction contracts valued at or above \$100,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH]

Change Orders

Change orders permitted by law shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility.

Project Administration

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

Final Payment

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Construction Contracts

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series [generally and CBB\(LEGAL\) for requirements if federal funds are involved.](#)]

For construction contracts valued at or above ~~\$100,000~~ [\\$100,000](#), the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH [and CBB\(LEGAL\)](#)]

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Change orders permitted by law shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility.

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All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

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The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

CURRENT

EMPLOYMENT PRACTICES
TERM CONTRACTS

DCB
(LOCAL)

After any applicable probationary contract period required by the District, term contracts governed by Chapter 21 of the Education Code (educator term contracts) shall be provided to any employees in positions required by law to receive such contracts, including:

1. SBEC-certified employees serving full-time as principals, assistant principals, teachers, school counselors, diagnosticians, librarians, and athletic directors; and
2. Full-time nurses.

Employees in positions for which the District requires current SBEC certification shall also receive term contracts.

Extracurricular Duty Contract

Certified personnel assigned and receiving pay for work other than regularly assigned classroom teaching duties shall be issued a contract for the teaching assignment and for the extracurricular activity assigned. The contract shall be one and the same. Should a person resign or be dismissed from the coaching or supervising of extracurricular activities, the contract shall be considered void for the teaching assignment. The recommendation for a person to continue teaching within the District and not be assigned to an extracurricular activity shall remain within the jurisdiction of the Superintendent.

**Contracts Required
by Law**

After any applicable probationary contract period required by the District, term contracts governed by Chapter 21 of the Education Code (educator term contracts) shall be provided to: ~~any employees in positions required by law to receive such contracts, including:~~

1. Any employees in positions required by statute to receive such contracts, including SBEC-certified employees serving full-time as principals, assistant principals, teachers, school counselors, diagnosticians, librarians, and athletic directors; ~~and~~
1. Full-time professional employees in other positions for which the District requires current SBEC certification; and
2. Full-time nurses.

~~Employees in positions for which the District requires current SBEC certification shall also receive term contracts.~~

**Extracurricular Duty
Contract**

Certified personnel assigned and receiving pay for work other than regularly assigned classroom teaching duties shall be issued a contract for the teaching assignment and for the extracurricular activity assigned. The contract shall be one and the same. Should a person resign or be dismissed from the coaching or supervising of extracurricular activities, the contract shall be considered void for the teaching assignment. The recommendation for a person to continue teaching within the District and not be assigned to an extracurricular activity shall remain within the jurisdiction of the Superintendent.

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See DH(EXHIBIT)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

Violations of Standards of Conduct

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines may result in disciplinary action, including termination of employment. [See DCD and DF series]

Weapons Prohibited

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:

1. A District employee who holds a Texas handgun license stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not loaded and not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Electronic Communication

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are cur-

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

rently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent or designee.

In accordance with ethical standards applicable to all District employees [see DH(EXHIBIT)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use

All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Reporting Improper Communication

In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.

Disclosing Personal Information

An employee shall not be required to disclose his or her personal e-mail address or personal phone number to a student.

Safety Requirements

Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

Harassment or Abuse

An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect.]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFG]

Relationships with Students

An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

As required by law, the District shall notify the parent of a student with whom an educator is alleged to have engaged in certain misconduct. [See FFF]

Tobacco and E-Cigarettes

An employee shall not smoke or use tobacco products or e-cigarettes on District property, in District vehicles, or at school-related activities. [See also GKA]

Alcohol and Drugs / Notice of Drug-Free Workplace

As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance or alcohol.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or
3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.
4. Consumes an alcoholic beverage served at a school-related activity or event that takes place off District property and at which alcohol may be legally served, so long as the employee does not have specific assigned duties at the event.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

**Arrests, Indictments,
Convictions, and
Other Adjudications**

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or

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4. Crimes involving moral turpitude, which include:
- Dishonesty; fraud; deceit; theft; misrepresentation;
 - Deliberate violence;
 - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
 - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
 - Felony driving while intoxicated (DWI); or
 - Acts constituting abuse or neglect under the Texas Family Code.

Dress and Grooming An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See DH(EXHIBIT)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

Violations of Standards of Conduct

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, **including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation**, may result in disciplinary action, including termination of employment. [See DCD and DF series]

Weapons Prohibited

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:

1. A District employee who holds a Texas handgun license stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not loaded and not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Electronic Communication

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

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Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent or designee.

In accordance with ethical standards applicable to all District employees [see DH(EXHIBIT)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use

All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Reporting Improper Communication

In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.

Disclosing Personal Information

An employee shall not be required to disclose his or her personal ~~email~~ address or personal phone number to a student.

Safety Requirements

Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

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Harassment or Abuse

An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect.]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFG]

Relationships with Students

An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

As required by law, the District shall notify the parent of a student with whom an educator is alleged to have engaged in certain misconduct. [See FFF]

Tobacco and E-Cigarettes

An employee shall not smoke or use tobacco products or e-cigarettes on District property, in District vehicles, or at school-related activities. [See also GKA]

Alcohol and Drugs / Notice of Drug-Free Workplace

As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.

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4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered “under the influence” of a controlled substance or alcohol.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee’s job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee’s personal use; or
3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee’s child or other individual for whom the employee is a legal guardian.
4. Consumes an alcoholic beverage served at a school-related activity or event that takes place off District property and at which alcohol may be legally served, so long as the employee does not have specific assigned duties at the event.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

Arrests, Indictments, Convictions, and Other Adjudications

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or

4. Crimes involving moral turpitude, which include:
- Dishonesty; fraud; deceit; theft; misrepresentation;
 - Deliberate violence;
 - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
 - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
 - Felony driving while intoxicated (DWI); or
 - Acts constituting abuse or neglect under the Texas Family Code.

Dress and Grooming An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

Educators' Code of Ethics

The Texas educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom. The Texas educator, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty. The Texas educator, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession. The Texas educator, in accepting a position of public trust, shall measure success by the progress of each student toward realization of his or her potential as an effective citizen. The Texas educator, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community. *19 TAC 247.1*

1. Professional Ethical Conduct, Practices, and Performance

Standard 1.1. The educator shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of the school district, educational institution, educator preparation program, the Texas Education Agency, or the State Board for Educator Certification (SBEC) and its certification process.

Standard 1.2. The educator shall not knowingly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.

Standard 1.3. The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.

Standard 1.4. The educator shall not use institutional or professional privileges for personal or partisan advantage.

Standard 1.5. The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents of students, or other persons or organizations in recognition or appreciation of service.

Standard 1.6. The educator shall not falsify records, or direct or coerce others to do so.

Standard 1.7. The educator shall comply with state regulations, written local school board policies, and other state and federal laws.

Standard 1.8. The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.

Standard 1.9. The educator shall not make threats of violence against school district employees, school board members, students, or parents of students.

Standard 1.10. The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state.

EMPLOYEE STANDARDS OF CONDUCT

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(EXHIBIT)

Standard 1.11. The educator shall not intentionally or knowingly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.

Standard 1.12. The educator shall refrain from the illegal use or distribution of controlled substances and/or abuse of prescription drugs and toxic inhalants.

Standard 1.13. The educator shall not be under the influence of alcohol or consume alcoholic beverages on school property or during school activities when students are present.

Standard 1.14. The educator shall not assist another educator, school employee, contractor, or agent in obtaining a new job as an educator or in a school, apart from the routine transmission of administrative and personnel files, if the educator knows or has probable cause to believe that such person engaged in sexual misconduct regarding a minor or student in violation of the law.

2. Ethical Conduct Toward Professional Colleagues

Standard 2.1. The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.

Standard 2.2. The educator shall not harm others by knowingly making false statements about a colleague or the school system.

Standard 2.3. The educator shall adhere to written local school board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.

Standard 2.4. The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.

Standard 2.5. The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, gender, disability, family status, or sexual orientation.

Standard 2.6. The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.

Standard 2.7. The educator shall not retaliate against any individual who has filed a complaint with the SBEC or who provides information for a disciplinary investigation or proceeding under this chapter.

3. Ethical Conduct Toward Students

Standard 3.1. The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.

Standard 3.2. The educator shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.

EMPLOYEE STANDARDS OF CONDUCT

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(EXHIBIT)

Standard 3.3. The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.

Standard 3.4. The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.

Standard 3.5. The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.

Standard 3.6. The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.

Standard 3.7. The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

Standard 3.8. The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.

Standard 3.9. The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, e-mail, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:

- a. The nature, purpose, timing, and amount of the communication;
- b. The subject matter of the communication;
- c. Whether the communication was made openly or the educator attempted to conceal the communication;
- d. Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
- e. Whether the communication was sexually explicit; and
- f. Whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

19 TAC 247.2

REVISED

Educators' Code of Ethics

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Standard 1.1. The educator shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of the school district, educational institution, educator preparation program, the Texas Education Agency, or the State Board for Educator Certification (SBEC) and its certification process.

Standard 1.2. The educator shall not [intentionally](#), knowingly, [or recklessly](#) misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.

Standard 1.3. The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.

Standard 1.4. The educator shall not use institutional or professional privileges for personal or partisan advantage.

Standard 1.5. The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or [that are used](#) to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents of students, or other persons or organizations in recognition or appreciation of service.

Standard 1.6. The educator shall not falsify records, or direct or coerce others to do so.

Standard 1.7. The educator shall comply with state regulations, written local school board policies, and other state and federal laws.

Standard 1.8. The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.

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Standard 1.10. The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state.

Standard 1.11. The educator shall not intentionally or knowingly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.

Standard 1.12. The educator shall refrain from the illegal use abuse, or distribution of controlled substances ~~and/or abuse of~~, prescription drugs, and toxic inhalants.

Standard 1.13. The educator shall not be under the influence of alcohol or consume alcoholic beverages on school property or during school activities when students are present.

~~Standard 1.14. The educator shall not assist another educator, school employee, contractor, or agent in obtaining a new job as an educator or in a school, apart from the routine transmission of administrative and personnel files, if the educator knows or has probable cause to believe that such person engaged in sexual misconduct regarding a minor or student in violation of the law.~~

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Standard 2.4. The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.

Standard 2.5. The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, gender, disability, family status, or sexual orientation.

Standard 2.6. The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.

Standard 2.7. The educator shall not retaliate against any individual who has filed a complaint with the SBEC or who provides information for a disciplinary investigation or proceeding under this chapter.

[Standard 2.8. The educator shall not intentionally or knowingly subject a colleague to sexual harassment.](#)

Ethical Conduct Toward Students

Standard 3.1. The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.

Standard 3.2. The educator shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.

Standard 3.3. The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.

Standard 3.4. The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.

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1. The nature, purpose, timing, and amount of the communication;
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4. Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
5. Whether the communication was sexually explicit; and
6. Whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

19 TAC 247.2

Note: This policy addresses discrimination, harassment, and retaliation involving District employees. For discrimination, harassment, and retaliation involving students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

Definitions	Solely for purposes of this policy, the term “employees” includes former employees, applicants for employment, and unpaid interns.
Statement of Nondiscrimination	The District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy.
Discrimination	Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law, that adversely affects the employee’s employment.
Harassment	<p>Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee’s race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:</p> <ol style="list-style-type: none">1. Has the purpose or effect of unreasonably interfering with the employee’s work performance;2. Creates an intimidating, threatening, hostile, or offensive work environment; or3. Otherwise adversely affects the employee’s performance, environment, or employment opportunities.
Examples	Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or practices, accent, skin color, gender identity, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other stereotypes; or other types of aggressive conduct such as theft or damage to property.
Sexual Harassment	Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

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1. Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

Examples

Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, communication, or contact.

Retaliation

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.

An employee who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding harassment or discrimination is subject to appropriate discipline.

Examples

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.

Prohibited Conduct

In this policy, the term "prohibited conduct" includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Reporting Procedures

An employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.

Alternatively, the employee may report the alleged acts to one of the District officials below.

Definition of District Officials

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

Title IX Coordinator

Reports of discrimination based on sex, including sexual harassment, may be directed to the designated Title IX coordinator. [See DIA(EXHIBIT)]

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ADA / Section 504 Coordinator	Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator. [See DIA(EXHIBIT)]
Superintendent	The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.
Alternative Reporting Procedures	<p>An employee shall not be required to report prohibited conduct to the person alleged to have committed it. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.</p> <p>A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p>
Timely Reporting	Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.
Notice of Report	Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.
Investigation of the Report	<p>The District may request, but shall not insist upon, a written report. If a report is made orally, the District official shall reduce the report to written form.</p> <p>Upon receipt or notice of a report, the District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the District official shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.</p> <p>If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.</p> <p>The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the campus principal or supervisor shall be involved in or informed of the investigation.</p> <p>The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the</p>

allegations. The investigation may also include analysis of other information or documents related to the allegations.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.

District Action

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Appeal

A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level.

The complainant may have a right to file a complaint with appropriate state or federal agencies.

Records Retention

Copies of reports alleging prohibited conduct, investigation reports, and related records shall be maintained by the District for a period of at least three years. [See CPC]

Access to Policy

This policy shall be distributed annually to District employees. Copies of the policy shall be readily available at each campus and the District administrative offices.

Note: This policy addresses discrimination, harassment, and retaliation involving District employees. For discrimination, harassment, and retaliation involving students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

Definitions Solely for purposes of this policy, the term “~~employee~~employees” includes former employees, applicants for employment, and unpaid interns.

Statement of Nondiscrimination The District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy.

Discrimination Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law, that adversely affects the employee’s employment.

Harassment Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee’s race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee’s work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee’s performance, environment, or employment opportunities.

Examples Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or practices, accent, skin color, gender identity, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other stereotypes; or other types of aggressive conduct such as theft or damage to property.

Sexual Harassment Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

1. Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

Examples

Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, communication, or contact.

Retaliation

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.

~~An employee who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding harassment or discrimination is subject to appropriate discipline.~~

Examples

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.

Prohibited Conduct

In this policy, the term "prohibited conduct" includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Reporting Procedures

An employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.

Alternatively, the employee may report the alleged acts to one of the District officials below.

Definition of District Officials

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

Title IX Coordinator

Reports of discrimination based on sex, including sexual harassment, may be directed to the designated Title IX coordinator. [See DIA(EXHIBIT)]

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

ADA / Section 504 Coordinator	Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator. [See DIA(EXHIBIT)]
Superintendent	The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.
Alternative Reporting Procedures	<p>An employee shall not be required to report prohibited conduct to the person alleged to have committed it. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.</p> <p>A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p>
Timely Reporting	Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.
Notice of Report	Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.
Investigation of the Report	<p>The District may request, but shall not insist upon, a written report. If a report is made orally, the District official shall reduce the report to written form.</p> <p>Upon receipt or notice of a report, the District official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the District official shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.</p> <p>If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.</p> <p>The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the campus principal or supervisor shall be involved in or informed of the investigation.</p> <p>The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the</p>

allegations. The investigation may also include analysis of other information or documents related to the allegations.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.

District Action

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Appeal

A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level.

The complainant may have a right to file a complaint with appropriate state or federal agencies.

Records Retention

Copies of reports alleging prohibited conduct, investigation reports, and related records shall be maintained by the District for a period of at least three years. [See CPC]

Access to Policy

This policy shall be distributed annually to District employees. Copies of the policy shall be readily available at each campus and the District administrative offices.

CURRENT

STUDENT ACTIVITIES
SCHOOL-SPONSORED PUBLICATIONS

FMA
(LOCAL)

All publications edited, printed, or distributed in the name of or within the District schools shall be under the control of the school administration and the Board. All publications approved and issued by individual schools shall be part of the instructional program, under the supervision of a faculty sponsor, and shall be carefully edited to reflect the ideals and expectations of the citizens of the District for their schools. The principal shall be responsible for all matters pertaining to the organization, issuance, and sale of such publications and any other publication procedure.

Web Site

All Web pages and their content in the name of or within the official District Web site shall be under the control of the school administration and the Board. All campus/organization Web pages and their content posted to the District's Web site shall be carefully edited to reflect the ideals and expectations of the citizens of the District for their schools. The principal/supervisor shall be responsible for all matters pertaining to a campus/organization Web page and its content on the District's Web site.

Advertising

Advertising in individual school publications may be accepted from bona fide business firms, subject to the approval of professional employees exercising editorial supervision over the publications. Advertising deemed inappropriate for student readers or that advertises products presenting a health hazard, such as alcohol or tobacco products, shall not be accepted.

Complaints

Students who have a complaint regarding the procedures or a professional decision affecting the content or style of a school-sponsored publication shall present that complaint in accordance with FNG.

REVISED

STUDENT ACTIVITIES
SCHOOL-SPONSORED PUBLICATIONS

FMA
(LOCAL)

All publications edited, published, and ~~printed, or~~ distributed in print or electronically in the name of ~~or within~~ the District or an individual campus~~schools~~ shall be under the control of the campus and District ~~school~~ administration and the Board. All school-sponsored publications approved ~~and issued~~ by a principal and published by students at an individual campus~~schools~~ shall be part of the instructional program, under the supervision of a faculty sponsor.

Note: For provisions regarding advertising, including advertising in District- or school-sponsored, ~~and shall be carefully edited to reflect the ideals and expectations of the citizens of the District for their schools. The principal shall be responsible for all matters pertaining to the organization, issuance, and sale of such publications, see GKB. and any other publication procedure.~~

~~Web Site~~

~~All Web pages and their content in the name of or within the official District Web site shall be under the control of the school administration and the Board. All campus/organization Web pages and their content posted to the District's Web site shall be carefully edited to reflect the ideals and expectations of the citizens of the District for their schools. The principal/supervisor shall be responsible for all matters pertaining to a campus/organization Web page and its content on the District's Web site.~~

~~Advertising~~

~~Advertising in individual school publications may be accepted from bona fide business firms, subject to the approval of professional employees exercising editorial supervision over the publications. Advertising deemed inappropriate for student readers or that advertises products presenting a health hazard, such as alcohol or tobacco products, shall not be accepted.~~

~~Complaints~~

~~Students who have a complaint regarding the procedures or a professional decision affecting the content or style of a school sponsored publication shall present that complaint in accordance with FNG.~~

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, color, gender, national origin, disability, or religion shall be submitted in accordance with FFH.
2. Complaints concerning dating violence shall be submitted in accordance with FFH.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with FFH.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints concerning identification, evaluation, or educational placement of a student with a disability within the scope of Section 504 shall be submitted in accordance with FB and the procedural safeguards handbook.
9. Complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability within the scope of the Individuals with Disabilities Education Act shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
10. Complaints concerning instructional resources shall be submitted in accordance with EF.
11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other campus administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including e-mail and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

	<p>appear at a scheduled conference, the District may hold the conference and issue a decision in the student's or parent's absence.</p>
Response	<p>At Levels One and Two, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student's or parent's e-mail address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.</p>
Days	<p>"Days" shall mean District business days. In calculating time lines under this policy, the day a document is filed is "day zero." The following business day is "day one."</p>
Representative	<p>"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.</p> <p>The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</p>
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>
Costs Incurred	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>
Complaint and Appeal Forms	<p>Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.</p>

Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, students and parents shall file Level One complaints with the campus principal.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired, the student or parent

may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The student or parent may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student or parent at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or parent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the student or parent or the student's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

STUDENT RIGHTS AND RESPONSIBILITIES
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The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, color, gender, national origin, disability, or religion shall be submitted in accordance with FFH.
2. Complaints concerning dating violence shall be submitted in accordance with FFH.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with FFH.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints concerning identification, evaluation, or educational placement of a student with a disability within the scope of Section 504 shall be submitted in accordance with FB and the procedural safeguards handbook.
9. Complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability within the scope of the Individuals with Disabilities Education Act shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
10. Complaints concerning instructional resources shall be submitted in accordance with EF.
11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other campus administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including ~~email~~ and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

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communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student's or parent's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student's or parent's ~~email-mail~~ address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days. In calculating ~~timelines-time lines~~ under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.

The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the

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level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, students and parents shall file Level One complaints with the campus principal.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the

decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired, the student or parent may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The student or parent may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student or parent at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or parent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the student or parent or the student's representative, any

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presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

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FNG
(EXHIBIT)

The forms on the following pages are provided to assist the District in processing complaints from students and parents:

- Exhibit A: Student/Parent Complaint Form — Level One — 2 pages
- Exhibit B: Level Two Appeal Notice — 1 page
- Exhibit C: Level Three Appeal Notice — 1 page

EXHIBIT A

STUDENT/PARENT COMPLAINT FORM — LEVEL ONE

To file a formal complaint, please fill out this form completely and submit it by hand delivery, fax, or U.S. mail to the appropriate administrator within the time established in FNG(LOCAL). All complaints will be heard in accordance with FNG(LEGAL) and (LOCAL) or any exceptions outlined therein.

1. Name _____

2. Address _____

Telephone number (____) _____

3. Campus _____

4. If you will be represented in voicing your complaint, please identify the person representing you.

Name _____

Address _____

Telephone number (____) _____

5. Please describe the decision or circumstances causing your complaint (give specific factual details).

6. What was the date of the decision or circumstances causing your complaint?

7. Please explain how you have been harmed by this decision or circumstance.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(EXHIBIT)

8. Please describe any efforts you have made to resolve your complaint informally and the responses to your efforts.

With whom did you communicate? _____

On what date? _____

9. Please describe the outcome or remedy you seek for this complaint.

Student or parent signature _____

Signature of student's or parent's representative _____

Date of filing _____

Complainant, please note:

A complaint form that is incomplete in any material way may be dismissed, but may be refiled with all the required information if the refiling is within the designated time for filing a complaint.

Attach to this form any documents you believe will support the complaint; if unavailable when you submit this form, they may be presented no later than the Level One conference. Please keep a copy of the completed form and any supporting documentation for your records.

EXHIBIT B

LEVEL TWO APPEAL NOTICE

To appeal a Level One decision, or the lack of a timely response after a Level One conference, please fill out this form completely and submit it by hand delivery, fax, or U.S. mail to the Superintendent or designee within the time established in FNG(LOCAL). Appeals will be heard in accordance with FNG(LEGAL) and (LOCAL) or any exceptions outlined therein.

1. Name _____
 2. Address _____

Telephone number (____) _____
 3. Campus _____
 4. If you will be represented in voicing your appeal, please identify the person representing you.
Name _____
Address _____

Telephone number (____) _____
 5. To whom did you present your complaint at Level One? _____
Date of conference _____
Date you received a response to the Level One conference _____
 6. Please explain specifically how you disagree with the outcome at Level One.

 7. Attach a copy of your original complaint and any documentation submitted at Level One.
 8. Attach a copy of the Level One response being appealed, if applicable.
- Student or parent signature _____
- Signature of the student's or parent's representative _____
- Date of filing _____

EXHIBIT C

LEVEL THREE APPEAL NOTICE

To appeal a Level Two decision, or the lack of a timely response after a Level Two conference, please fill out this form completely and submit it by hand delivery, fax, or U.S. mail to the Superintendent or designee within the time established in FNG(LOCAL). Appeals will be heard in accordance with FNG(LEGAL) and (LOCAL) or any exceptions outlined therein.

1. Name _____

2. Address _____

Telephone number (____) _____

3. Campus _____

4. If you will be represented in voicing your appeal, please identify the person representing you.

Name _____

Address _____

Telephone number (____) _____

5. To whom did you present your appeal at Level Two? _____

Date of conference _____

Date you received a response to the Level Two conference _____

6. Please explain specifically how you disagree with the outcome at Level Two.

7. Do you want the Board to hear this appeal in open session? _____
If so, the Board will consider your request; however, you may not have a legal right under the Texas Open Meetings Act to require a meeting in open session.

8. Attach a copy of your original complaint and any documentation submitted at Level One and a copy of your Level Two appeal notice.

9. Attach a copy of the Level Two response being appealed, if applicable.

Student's or parent's signature _____

Signature of student's or parent's representative _____

Date of filing _____

CURRENT

PUBLIC COMPLAINTS

GF
(LOCAL)

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be filed in accordance with EF.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with CKE.

Guiding Principles

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including e-mail and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

PUBLIC COMPLAINTS

GF
(LOCAL)

Scheduling Conferences	The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.
Response	At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's e-mail address of record, or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.
Days	"Days" shall mean District business days. In calculating time lines under this policy, the day a document is filed is "day zero." The following business day is "day one."
Representative	<p>"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.</p> <p>The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>
Costs Incurred	Each party shall pay its own costs incurred in the course of the complaint.

PUBLIC COMPLAINTS

GF
(LOCAL)

Complaint and
Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refile is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The individual may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be filed in accordance with EF.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with CKE.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Guiding Principles

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including ~~email~~ and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication

shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's ~~email~~-~~mail~~ address of record, or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days. In calculating ~~timelines-~~~~time lines~~ under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the

complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

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If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

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The Superintendent or designee shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The individual may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
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3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

Campus and District administrators, as well as school resource officers and District police officers if applicable, may refuse to allow a person to enter or may eject a person from property under the District's control in accordance with law.

District personnel may request assistance from law enforcement in an emergency or when a person is engaging in behavior rising to the level of criminal conduct.

**Off-Campus
Activities**

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. Those so designated shall coordinate their efforts with persons in charge of the facilities.

Prohibitions

Tobacco and
E-Cigarettes

The District prohibits smoking and the use of tobacco products and e-cigarettes on District property, in District vehicles, or at school-related activities.

Weapons

The District prohibits the unlawful use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on all District property at all times.

Exceptions

No violation of this policy occurs when:

1. A Texas handgun license holder stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area owned or provided by the District, as long as the handgun or other firearm is not loaded and not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

**Access to Campus
and District Property**

Authorized District officials, including ~~administrators, as well as~~ school resource officers and District police officers if applicable, may refuse to allow a person ~~access to~~ ~~to enter or may eject a person from~~ property under the District's control in accordance with law.

District ~~officials~~ ~~personnel~~ may request assistance from law enforcement in an emergency or when a person is engaging in behavior rising to the level of criminal conduct.

**Ejection or
Exclusion under
Education Code
37.105**

In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.

A person appealing under the District's grievance process shall be permitted to address the Board in person within 90 days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See FNG and GF]

**Off-Campus
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1. A Texas handgun license holder stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area ~~owned or~~ provided by the District, as long as the handgun or other firearm is not loaded and not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

**Promotional
Activities**

District facilities shall not be used to advertise, promote, sell tickets, or collect funds for any nonschool-related purpose without prior approval of the Superintendent or designee.

[For information relating to nonschool use of facilities, see GKD.]

Advertising

For purposes of this policy, "advertising" shall mean a communication designed to attract attention or patronage by the public or school community and communicated through means under the control of the District in exchange for consideration to the District. "Advertising" does not include public recognition of donors or sponsors who have made contributions, financial or otherwise, to the District or school support organizations.

Advertising shall be accepted solely for the purpose of generating revenue for the District and not for the purpose of establishing a forum for communication. The District shall retain final editorial authority to accept or reject submitted advertisements in a manner consistent with the First Amendment. The District shall retain the authority to determine the size and location of any advertising. The District shall also reserve the right to reject advertising that is inconsistent with federal or state law, Board policy, District or campus regulations, or curriculum, as well as any content the District determines has a reasonable likelihood of exposing the District to controversy, litigation, or disruption.

The District shall not accept paid political advertising.

Acceptance of advertising shall not constitute District approval or endorsement of any product, service, organization, or issue referenced in the advertising, nor shall acceptance of advertising from a vendor determine whether the District will purchase goods or services from the vendor through the District's formal procurement process.

[For information relating to school-sponsored publications, see FMA.]

**Promotional
Activities**

District facilities shall not be used to advertise, promote, sell tickets, or collect funds for any nonschool-related purpose without prior approval of the Superintendent or designee.

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Advertising shall be accepted solely for the purpose of generating revenue for the District and not for the purpose of establishing a forum for communication. The District shall retain final editorial authority to accept or reject submitted advertisements in a manner consistent with the First Amendment. The District shall retain the authority to determine the size and location of any advertising. The District ~~reserves shall also reserve~~ the right to reject advertising that: ~~is inconsistent with federal or state law, Board policy, District or campus regulations, or curriculum, as well as any content the District determines has a reasonable likelihood of exposing the District to controversy, litigation, or disruption.~~

1. Is inconsistent with federal or state law, Board policy, District or campus regulations, or curriculum;
2. Is inappropriate in a school setting with a student audience;
3. Advertises products presenting a health hazard;
4. Creates a substantial likelihood of material disruption, including adding to the District’s obligations for security and facilities maintenance; or
5. Adds to the District’s administrative burden by exposing the District to complaints, controversy, or litigation.

The District shall not accept paid political advertising.

Acceptance of advertising shall not constitute District approval or endorsement of any product, service, organization, or issue referenced in the advertising, nor shall acceptance of advertising from a vendor determine whether the District will purchase goods or services from the vendor through the District’s formal procurement process.

[For information relating to school-sponsored publications, see FMA.]

**Sponsorships and
Donations**

If the District or any campus accepts financial or in-kind donations to support District-sponsored activities, the District reserves the right to acknowledge donors through whatever means the District deems appropriate. The District retains full editorial control over its acknowledgment or display of donations, even if donors are permitted to suggest text for the acknowledgment.

INFORMATION ITEM: BUDGET WORKSHOP

During the budget workshop, Jill Ludwig and Yvonne Dawson will update the Board on the current year budget and provide details regarding the 2019-20 budget. Legislative topics and the status of budget development will be discussed.

Resource Person: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Yvonne Dawson, RTSBA, Director of Budget and Treasury

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF MAY 31, 2019)**

- Exhibit "A" gives the LCISD collections made during the month of May 31, 2019.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2018 through August 31, 2019.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2018-19 roll as compared to prior years. Through May 31, 2019, LCISD had collected 98.2 % of the 2018-19 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2018-2019.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

**Lamar Consolidated ISD
Tax Collections
May 2019**

Exhibit A

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
18	\$ 1,135,598.35	\$ 106,687.81	\$ 21,368.83	\$ 1,263,654.99	\$ 865,996.02	\$ 102,727.98	\$ 269,602.33	\$ 25,328.66
17	\$ 47,970.08	\$ 12,416.55	\$ 11,205.61	\$ 71,592.24	\$ 35,891.63	\$ 20,495.82	\$ 12,078.45	\$ 3,126.34
16	\$ 22,438.40	\$ 6,329.92	\$ 4,351.22	\$ 33,119.54	\$ 16,788.64	\$ 9,087.34	\$ 5,649.76	\$ 1,593.80
15	\$ 13,966.82	\$ 3,327.34	\$ 1,891.97	\$ 19,186.13	\$ 10,450.11	\$ 4,381.49	\$ 3,516.71	\$ 837.82
14	\$ 10,613.21	\$ 3,293.14	\$ 1,593.39	\$ 15,499.74	\$ 7,940.89	\$ 4,057.38	\$ 2,672.32	\$ 829.15
13	\$ 10,849.35	\$ 3,605.21	\$ 1,661.86	\$ 16,116.42	\$ 8,117.58	\$ 4,359.31	\$ 2,731.77	\$ 907.76
12	\$ 6,969.64	\$ 3,244.67	\$ 760.37	\$ 10,974.68	\$ 5,214.74	\$ 3,188.08	\$ 1,754.90	\$ 816.96
11	\$ 7,012.25	\$ 3,732.73	\$ 794.91	\$ 11,539.89	\$ 5,145.75	\$ 3,534.06	\$ 1,866.50	\$ 993.58
10	\$ 6,335.59	\$ 4,786.75	\$ 788.08	\$ 11,910.42	\$ 4,736.07	\$ 4,366.35	\$ 1,599.52	\$ 1,208.48
09	\$ 5,609.73	\$ 4,534.40	\$ 541.34	\$ 10,685.47	\$ 4,409.66	\$ 4,105.71	\$ 1,200.07	\$ 970.03
08	\$ 5,199.54	\$ 4,485.50	\$ 380.89	\$ 10,065.93	\$ 4,087.22	\$ 3,906.83	\$ 1,112.32	\$ 959.56
07	\$ 5,217.18	\$ 5,072.72	\$ 510.32	\$ 10,800.22	\$ 4,023.36	\$ 4,423.63	\$ 1,193.82	\$ 1,159.41
06	\$ 6,934.05	\$ 7,639.44	\$ 678.61	\$ 15,252.10	\$ 5,959.25	\$ 7,244.14	\$ 974.80	\$ 1,073.91
05	\$ 5,603.20	\$ 6,657.47	\$ 1,403.83	\$ 13,664.50	\$ 4,950.90	\$ 7,286.21	\$ 652.30	\$ 775.09
04	\$ 7,644.04	\$ 11,086.97	\$ 2,698.35	\$ 21,429.36	\$ 6,754.27	\$ 12,494.80	\$ 889.77	\$ 1,290.52
03	\$ 4,956.39	\$ 7,072.86	\$ 1,107.38	\$ 13,136.63	\$ 4,466.55	\$ 7,481.24	\$ 489.84	\$ 699.00
02	\$ 4,466.69	\$ 6,911.95	\$ 1,078.67	\$ 12,457.31	\$ 4,025.25	\$ 7,307.52	\$ 441.44	\$ 683.10
01	\$ 4,022.77	\$ 6,707.68	\$ 1,043.87	\$ 11,774.32	\$ 3,625.20	\$ 7,088.64	\$ 397.57	\$ 662.91
00	\$ 5,586.78	\$ 9,986.37	\$ 1,550.33	\$ 17,123.48	\$ 4,973.45	\$ 10,440.38	\$ 613.33	\$ 1,096.32
99	\$ 5,129.30	\$ 9,784.14	\$ 1,515.71	\$ 16,429.15	\$ 4,634.91	\$ 10,356.80	\$ 494.39	\$ 943.05
98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
97 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 1,322,123.36	\$ 227,363.62	\$ 56,925.54	\$ 1,606,412.52	\$ 1,012,191.45	\$ 238,333.71	\$ 309,931.91	\$ 45,955.45

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**Lamar Consolidated ISD
Tax Collections
September 1, 2018-August 31, 2019
(Year-To-Date)**

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 5/31/19
18	\$ 218,981,333.65	\$ 846,621.21	\$ 219,827,954.86	\$ 215,961,673.80	\$ 587,930.47	\$ 46,567.22	\$ 216,596,171.49	\$ 3,866,281.06
17	\$ 1,850,926.53	\$ (106,212.81)	\$ 1,744,713.72	\$ 963,615.17	\$ 225,540.98	\$ 229,875.28	\$ 1,419,031.43	\$ 781,098.55
16	\$ 669,546.50	\$ 119,652.55	\$ 789,199.05	\$ 342,569.28	\$ 68,239.75	\$ 51,459.75	\$ 462,268.78	\$ 446,629.77
15	\$ 437,655.28	\$ 160,809.64	\$ 598,464.92	\$ 280,439.11	\$ 46,001.07	\$ 31,657.25	\$ 358,097.43	\$ 318,025.81
14	\$ 314,941.66	\$ 169,211.39	\$ 484,153.05	\$ 258,334.61	\$ 30,053.34	\$ 20,069.63	\$ 308,457.58	\$ 225,818.44
13	\$ 268,732.08	\$ 169,863.73	\$ 438,595.81	\$ 254,970.02	\$ 27,165.74	\$ 17,630.24	\$ 299,766.00	\$ 183,625.79
12	\$ 227,946.06	\$ (4,732.30)	\$ 223,213.76	\$ 44,315.08	\$ 16,547.03	\$ 7,209.34	\$ 68,071.45	\$ 178,898.68
11	\$ 196,175.99	\$ 1,272.32	\$ 197,448.31	\$ 29,240.88	\$ 12,858.91	\$ 4,781.10	\$ 46,880.89	\$ 168,207.43
10	\$ 176,165.60	\$ 182.95	\$ 176,348.55	\$ 26,021.42	\$ 13,954.75	\$ 4,166.47	\$ 44,142.64	\$ 150,327.13
09	\$ 151,722.30	\$ (757.51)	\$ 150,964.79	\$ 18,345.25	\$ 18,228.34	\$ 5,416.60	\$ 41,990.19	\$ 132,619.54
08	\$ 149,819.98	\$ (584.78)	\$ 149,235.20	\$ 9,554.52	\$ 9,092.91	\$ 1,687.61	\$ 20,335.04	\$ 139,680.68
07	\$ 74,435.76	\$ (1,091.41)	\$ 73,344.35	\$ 8,723.72	\$ 9,138.15	\$ 1,546.97	\$ 19,408.84	\$ 64,620.63
06	\$ 82,021.69	\$ (1,325.58)	\$ 80,696.11	\$ 11,097.46	\$ 12,752.42	\$ 1,728.03	\$ 25,577.91	\$ 69,598.65
05	\$ 127,295.32	\$ (1,162.16)	\$ 126,133.16	\$ 8,590.28	\$ 11,060.29	\$ 2,584.76	\$ 22,235.33	\$ 117,542.88
04	\$ 47,512.32	\$ (605.02)	\$ 46,907.30	\$ 11,630.80	\$ 17,532.29	\$ 4,402.12	\$ 33,565.21	\$ 35,276.50
03	\$ 37,419.62	\$ (606.48)	\$ 36,813.14	\$ 10,660.00	\$ 17,662.66	\$ 3,356.90	\$ 31,679.56	\$ 26,153.14
02	\$ 25,088.38	\$ (509.85)	\$ 24,578.53	\$ 9,832.53	\$ 17,329.96	\$ 3,191.35	\$ 30,353.84	\$ 14,746.00
01	\$ 23,001.31	\$ -	\$ 23,001.31	\$ 9,262.75	\$ 17,592.21	\$ 3,379.22	\$ 30,234.18	\$ 13,738.56
00	\$ 20,737.11	\$ -	\$ 20,737.11	\$ 6,872.39	\$ 12,573.74	\$ 2,037.64	\$ 21,483.77	\$ 13,864.72
99	\$ 19,148.95	\$ -	\$ 19,148.95	\$ 7,941.43	\$ 15,736.54	\$ 2,619.09	\$ 26,297.06	\$ 11,207.52
98	\$ 10,331.94	\$ -	\$ 10,331.94	\$ 1,496.56	\$ 3,213.64	\$ 549.08	\$ 5,259.28	\$ 8,835.38
97 & prior	\$ 20,665.65	\$ 760.35	\$ 21,426.00	\$ 6,887.98	\$ 15,875.27	\$ 1,928.92	\$ 24,692.17	\$ 14,538.02
Totals	\$223,912,623.68	\$1,350,786.24	\$225,263,409.92	\$218,282,075.04	\$1,206,080.46	\$447,844.57	\$219,936,000.07	\$6,981,334.88

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION ANALYSIS
PERCENT Y-T-D BY MONTH
FOR CURRENT LEVY ONLY**

MONTH	2018-2019	2017-2018	2016-2017	2015-2016	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08
SEPT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
OCT	0.2%	0.0%	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
NOV	4.7%	0.5%	3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%
DEC	52.6%	51.4%	50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%
JAN	85.9%	83.9%	87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%
FEB	95.9%	95.7%	95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%
MAR	97.0%	96.9%	96.9%	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%
APR	97.7%	97.6%	97.5%	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%
MAY	98.2%	98.2%	98.2%	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%
JUNE		98.6%	98.6%	98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%
JULY		98.9%	98.9%	99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%
AUG		99.1%	99.1%	99.2%	99.0%	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%	98.2%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2018-19 TAX COLLECTIONS
AS OF MAY 31, 2019**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 5/31/2019	% OF BUDGET COLLECTED
2018	2018-2019	\$ 217,514,450	\$ 215,961,674	99.29%
2017 & Prior	2017-18 & Prior	\$ 2,100,000	\$ 2,320,401	110.50%
TOTAL		\$ 219,614,450	\$ 218,282,075	99.39%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF MAY 31, 2019**

Exhibit E

SCHOOL YEAR TAX YEAR	2013-14 2013	2014-15 2014	2015-16 2015	2016-17 2016	2017-18 2017	2018-19 2018
COLLECTION YEAR						
1 Orig. Levy	\$ 142,546,726	\$ 153,118,133	\$ 173,016,530	\$ 190,749,742	\$ 206,293,212	\$ 218,981,334
1 Collections	\$ 148,220,912	\$ 160,220,428	\$ 178,028,558	\$ 195,553,464	\$ 206,646,042	\$ 215,961,674
Adj. To Roll	\$ 6,929,880	\$ 8,680,375	\$ 6,473,810	\$ 6,618,386	\$ 2,203,756	\$ 846,621
2 Collections	\$ 739,176	\$ 1,201,706	\$ 745,585	\$ 1,046,154	\$ 963,615	
Adj. To Roll	\$ 242,601	\$ 165,920	\$ (149,323)	\$ (98,963)	\$ (106,213)	
3 Collections	\$ 333,212	\$ 305,374	\$ 192,822	\$ 342,569		
Adj. To Roll	\$ (49,699)	\$ 102,657	\$ 63,603	\$ 119,653		
4 Collections	\$ 211,870	\$ 215,732	\$ 280,439			
Adj. To Roll	\$ 113,341	\$ 191,096	\$ 160,810			
5 Collections	\$ 202,024	\$ 258,335				
Adj. To Roll	\$ 193,077	\$ 169,211				
6 Collections	\$ 254,970					
Adj. To Roll	\$ 169,864					
TOTAL:						
COLLECTIONS	\$ 149,962,165	\$ 162,201,574	\$ 179,247,404	\$ 196,942,188	\$ 207,609,657	\$ 215,961,674
ADJUSTED TAX ROLL	\$ 150,145,791	\$ 162,427,392	\$ 179,565,430	\$ 197,388,818	\$ 208,390,756	\$ 219,827,955
BALANCE TO BE COLLECTED	\$ 183,626	\$ 225,818	\$ 318,026	\$ 446,630	\$ 781,099	\$ 3,866,281
ADJ. TAXABLE VALUE	\$ 10,801,466,890	\$ 11,685,003,571	\$ 12,917,911,567	\$ 14,200,123,591	\$ 14,991,601,428	\$ 15,814,960,781
TOTAL % COLLECTIONS AS OF MAY 31, 2019	99.9%	99.9%	99.8%	99.8%	99.6%	98.2%
TAX RATE	1.39005	1.39005	1.39005	1.39005	1.39005	1.39000

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INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

Below is a list of invoices that have been approved for payment.

Beam Professionals (Seguin ECC Roof)	Application # 6	\$	1,251.25
C.A. Walker Construction (Support Services Center)	Application # 22b	\$	235,293.79
CenterPoint (Tamarron ES)	Application # 1	\$	3,500.00
Drymalla Construction (Culver ES)	Application # 12	\$	1,519,819.50
Engineered Air Balance (Culver ES)	Application # 4	\$	1,400.00
Engineered Air Balance (Culver ES)	Application # 5	\$	18,650.00
Engineered Air Balance (Roberts MS)	Application # 3	\$	2,350.00
Engineered Air Balance (Roberts MS)	Application # 4	\$	860.00
Engineered Air Balance (Support Services)	Application # 4	\$	3,850.00
Environmental Solutions, Inc. (George JHS)	Application # 1	\$	800.00
Environmental Solutions, Inc. (Terry HS)	Application # 1	\$	680.00
Estes, McClure & Assoc. (Randle HS)	Application # 1	\$	22,650.00
Estes, McClure & Assoc. (Wright JHS)	Application # 1	\$	14,350.00

Fort Bend MUD #162 (Randle HS & Wright JHS)	Application # 1	\$ 40,000.00
Hellas Construction (District HS Track & Turf)	Application # 1	\$ 2,670,379.70
Johnson Controls (HVAC Controls District Wide)	Application # 6	\$ 20,940.49
Micro Integration (Support Services)	Application # 1	\$ 72,842.35
Miracle Recreation (Carter ES)	Application # 1	\$ 2,108.16
PBK Architects (Foster HS Natatorium)	Application # 28	\$ 2,309.21
PBK Architects (Fulshear HS Natatorium)	Application # 29	\$ 1,391.06
PBK Architects (Fulshear HS Natatorium - Reimbursables)	Application # 8	\$ 289.00
PBK Architects (George Ranch HS Natatorium)	Application # 28	\$ 1,446.90
PBK Architects (Randle HS)	Application # 7	\$ 245,916.00
PBK Architects (Randle HS)	Application # 8	\$ 61,479.00
PBK Architects (Roberts MS)	Application # 18	\$ 14,019.06
PBK Architects (Support Services)	Application # 24	\$ 4,722.35
PBK Architects (Wright JHS)	Application # 7	\$ 120,528.00
PBK Architects (Wright JHS)	Application # 8	\$ 30,132.00

PlanGrid (Bond Software Subscription)	Application # 1	\$	3,186.00
Rice & Gardner (2017 Bond Program)	Application # 4	\$	71,630.83
Terracon (Foster HS Turf & Track)	Application # 2	\$	5,613.00
Terracon (Fulshear HS Turf)	Application # 1	\$	3,668.50
Terracon (Terry HS Turf)	Application # 2	\$	4,516.25
Traffic Engineers (Randle HS & Wright JHS)	Application # 1	\$	31,275.00
Vanir, Rice & Gardner (2014 Bond Program)	Application # 46	\$	49,187.00
Vanir, Rice & Gardner (2014 Bond Program)	Application # 47	\$	49,187.00

Resource person: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning

EXECUTIVE SUMMARY

Bond Sale 1	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Carl Briscoe Bentley Elementary (#24)	22,010,055.00	22,004,459.00	5,596.00	21,330,252.28	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	22,265,663.00	1,505,198.00	20,238,604.58	22,265,663.00
Don Carter Elementary School (#26)	24,959,404.00	24,074,154.00	885,250.00	22,859,683.08	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	29,250.00	29,250.00
FHS Water Plant	990,000.00	715,625.00	274,375.00	712,764.50	990,000.00
HVAC Web Controls	1,056,000.00	563,659.73	492,340.27	550,159.73	1,056,000.00
LCHS Band Hall	700,000.00	683,092.00	16,908.00	583,361.29	700,000.00
Pink Elementary- Foundation	1,056,000.00	1,046,744.57	9,255.43	1,040,409.39	1,046,744.57
Natorium - Foster High School	8,648,880.00	8,625,304.19	23,575.81	8,598,650.56	8,648,880.00
Natorium - Fulshear High School	8,832,167.00	8,694,984.00	137,183.00	8,564,705.65	8,832,167.00
Natorium - George Ranch High School	9,086,569.00	9,001,276.00	85,293.00	8,951,210.33	9,086,569.00
Support Services Center	12,146,000.00	11,507,388.09	638,611.91	11,192,165.53	12,146,000.00
THS Band Hall	700,000.00	683,067.00	16,933.00	633,579.77	700,000.00
*THS Baseball	2,400,000.00	2,399,200.42	799.58	2,389,181.07	2,400,000.00
Sub Total - Bond Sale 1	116,395,936.00	112,293,867.00	4,102,069.00	107,673,977.76	114,870,732.57
Bond Sale 2					
Thomas R. Culver, III Elementary School	24,959,404.00	21,746,087.00	3,213,317.00	18,278,274.82	24,959,404.00
Tamarron Elementary School	26,207,374.00	1,107,758.00	25,099,616.00	1,408,856.36	26,207,374.00
James W. Roberts Middle School	22,342,493.00	21,405,762.00	936,731.00	18,580,501.57	22,342,493.00
Fulshear HS Shell	3,849,077.00	1,924,089.00	1,924,988.00	1,654,063.49	3,849,077.00
Satellite Ag Barn	3,786,750.00	189,000.00	3,597,750.00	14,187.00	3,786,750.00
Sub Total - Bond Sale 2	81,145,098.00	46,372,696.00	34,772,402.00	39,935,883.24	81,145,098.00
Grand Total	197,541,034.00	158,666,563.00	38,874,471.00	147,609,861.00	196,015,830.57

* Budget increased at August 18, 2016 Board Meeting

Additional Projects	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Access Controls	800,000.00	606,545.00	193,455.00	541,308.19	800,000.00
Huggins Elementary School	700,000.00	656,442.48	43,557.52	648,178.55	654,162.00
Chiller Replacement	1,200,000.00	1,027,572.50	172,427.50	1,024,058.27	1,027,573.00
Site Lighting	1,600,000.00	1,383,710.00	216,290.00	1,346,380.59	1,600,000.00
Grand Total	4,300,000.00	3,674,269.98	625,730.02	3,559,925.60	4,081,735.00

PROGRAM OVERVIEW

Vanir | Rice & Gardner, A Joint Venture, is serving as the Program Manager for the 2014 Bond Program for Lamar CISD. In this role, we manage individual projects and coordinate with architects and contractors. We are the liaison between LCISD Administration, Departments, and Schools and coordinate all activities necessary to complete each project.

We also provide program-wide oversight and look for efficiencies, cost reduction, and quality assurance opportunities.

Accomplishments This Month:

- Final Acceptance of Access Controls.

JUDGE THOMAS R. CULVER III ELEMENTARY SCHOOL



SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: May 2018
- Construction Completion: July 2019

OVERVIEW:

- Construction is 85% complete.
- Casework is 95% complete.
- Sidewalks and Exterior grading is 90% complete.
- Finishes are 95% complete.
- Project is on schedule.

ROBERTS MIDDLE SCHOOL



SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: May 2018
- Construction Completion: July 2019

OVERVIEW

- Construction is 94% complete.
- Sidewalks and site grading 88% complete.
- Smartboard installation ongoing.
- Gymnasium wood floor installed.
- Project is on schedule.

MAINTENANCE & OPERATIONS FACILITY



SCHEDULE MILESTONES:

- Current Phase: Warranty

OVERVIEW:

- Warranty corrections being addressed

SUPPORT SERVICES FACILITY



SCHEDULE MILESTONES:

- Current Phase: Warranty
- Construction Start: May 2018
- Construction Completion: May 31, 2019

OVERVIEW:

- Substantial completion achieved on May 31, 2019.
- Punch List is in progress.
- Move-in occupancy is in progress with the various departments.

TAMARRON ELEMENTARY SCHOOL



SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: April 2019
- Construction Completion: June 2020

OVERVIEW:

- Permits complete with exception of FBC health.
- Contractor is mobilized.
- Building pad 50% complete.
- Drilling piers in phase I area.

ACCESS CONTROLS



SCHEDULE OVERVIEW:

- Current Phase: Closeout
- Construction Start: 4th Quarter 2017
- Construction Completion February 2019

OVERVIEW:

- Final Acceptance at June Board Meeting.

FUTURE PROJECTS

SATELLITE AG BARN #3

SCHEDULE MILESTONES:

- Current Phase: Program Development
- Construction Start: Pending Site Selection

OVERVIEW:

- Satellite Ag Barn #2 and #3 have been programmed together
 - Project is on hold until a site has been identified
-

COMPLETED PROJECTS

Foster High School Baseball Scoreboard
Bentley Elementary School
Huggins Elementary School New Parent Drive
Lindsey Elementary School
Pink Elementary School Repairs
Chiller Replacement at six schools
Baseball Complex Renovations at Terry HS
Foster High School Natatorium
Fulshear High School Natatorium
George Ranch High School Natatorium
Carter Elementary School
Fulshear High School Shell Space
District-Wide Site Lighting

Completed March 2016
Completed December 2016
Completed May 2017
Completed October 2017
Completed November 2017
Completed November 2017
Completed June 2018
Completed August 2018
Completed August 2018
Completed August 2018
Completed August 2018
Completed August 2018
Completed February 2019

Monthly Report June 2019

Facilities Assessment and Long Range Plan

Questionnaire process complete.
Campus site visits will start this summer.

Seguin ECC Re-Roofing

Project closeout is on the June Board Agenda.



Classroom Intruder Equipment Install

George Ranch High School,
Reading Junior High and Seguin
Early Childhood Center installations
complete.

Final pay application scheduled
for the August Board Agenda.



Terry HS & George JH New Serving Lines

The serving lines are in fabrication. Urbish Electric, Phil's Plumbing, and TAG are on this month's Board Agenda. They will provide the utility connections needed for the new serving lines.

Estimated Substantial Completion is August 15, 2019.



Dr. Thomas E. Randle High School & Harry Wright Junior High School

Construction has started. Job site trailer is in and the new job site sign is up.



Synthetic Turf & Track Projects

Construction is in full swing at Foster, Fulshear, Terry, and George Ranch High Schools.

All fields to be complete by August 2, 2019



Foster High School Athletic Improvements

PBK Sports is the Architect of Record.

Millis Development has begun construction. Old lockers in the field house have been removed waiting for the new lockers to be delivered.

Material testing is on this month's Board Agenda.



Traylor Stadium Press Box Replacement

PBK Sports is the Architect of Record.

Design kick-off meeting was held and initial design schemes are being developed.



Multi-Campus Improvements

Huckabee is the Architect of Record

Bass Construction is the contractor

Started: June 7, 2019

This project includes:

Williams ES -
Carpet replacement, addition of
fire sprinkler system &
administration office renovations

Campbell ES -
carpet replacement & vinyl
wallcovering replacement

Navarro MS -
carpet replacement & new
intercom system

Wessendorff MS -
carpet replacement & vinyl
wallcovering replacement



ALC/1621/CIBC Additions and Renovations

VLK Architects is the Architect of Record.
Design meetings are underway.



Jane Long Historic Gym Renovations

VLK Architects is the Architect of Record.
Design meetings are underway.



LOTE Lab Project

Urbish Electrical is on this month's Board Agenda. They will provide the electrical connections needed for the new LOTE Labs.



Freezer/Cooler Replacements

Bass Construction is the contractor.

The freezers and coolers are in fabrication.

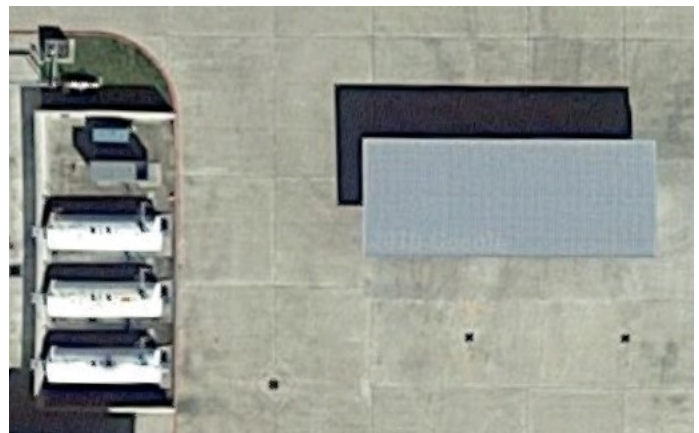
Demolition has begun at Taylor Ray, Seguin, and Travis.



Transportation Fuel Tank Replacement

Morris & Associates is the A/E Firm of Record.

Surveying and geotechnical services are in progress.



2017 BOND REFERENDUM SUMMARY			
PROJECT NAME	PROJECT BUDGET	COMMITTED	BALANCE
114 Austin ES Re-Roof	\$1,900,000.00	\$850,472.00	\$1,049,528.00
117 Seguin ECC Re-Roof	\$1,900,000.00	\$926,994.00	\$973,006.00
002 Terry HS Serving Lines	\$650,000.00	\$614,329.04	\$35,670.96
042 George JHS Serving Lines	\$650,000.00	\$492,505.88	\$157,494.12
Classroom Intruder Locks	\$400,000.00	\$390,985.72	\$9,014.28
011 Dr. Thomas E. Randle High School	\$126,500,000.00	\$3,748,171.00	\$122,751,829.00
046 Harry Wright Junior High School	\$62,000,000.00	\$1,893,435.00	\$60,106,565.00
Lamar Complex Improvements	\$10,840,000.00	\$0.00	\$10,840,000.00
New Elementary School #29 (146)	\$30,200,000.00	\$0.00	\$30,200,000.00
Traylor Stadium Press Box	\$2,800,000.00	\$136,080.00	\$2,663,920.00
High School LOTE Lab Renovations	\$1,050,000.00	\$195,798.00	\$854,202.00
HS Field Turf Replace & Foster HS Track	\$8,845,219.00	\$4,683,381.00	\$4,161,838.00
Foster HS Athletic Improvements	\$700,000.00	\$32,950.00	\$667,050.00
Camp. ES, Will. ES, Nav. MS & Wess. MS Improv.	\$2,740,000.00	\$206,455.00	\$2,533,545.00
Jane Long ES Historical Gym Renovations (105)	\$3,325,000.00	\$144,000.00	\$3,181,000.00
ES Cooler/Freezer Replacement	\$1,400,000.00	\$150,188.00	\$1,249,812.00
Transportation - Replace Underground Fuel Tank	\$900,000.00	\$40,500.00	\$859,500.00
New Alternative Learning Center	\$12,200,000.00	\$33,750.00	\$12,166,250.00

2017 BOND TECHNOLOGY SUMMARY			
PROJECT NAME	PROJECT BUDGET	COMMITTED	BALANCE
IFP-Interactive Flat Panel	\$9,044,000.00	\$4,030,864.71	\$5,013,135.29
PTO-Printer Refresh	\$1,440,000.00	\$1,294,954.90	\$145,045.10
CCU-Campus Core Uplink	\$740,000.00	\$518,915.05	\$221,084.95
ES0-Expanded Storage	\$400,000.00	\$400,000.00	\$0.00
SC0-Security Cameras	\$250,000.00	\$250,000.00	\$0.00
TEL-Telephones	\$890,000.00	\$50,000.00	\$840,000.00
CRO-Computer Refresh	\$20,234,000.00	\$5,600,461.30	\$14,633,538.70
TOTAL TECHNOLOGY BOND	\$34,326,000.00		
REMAINING TECHNOLOGY BOND	\$22,180,804.04		

2017 BOND TRANSPORTATION SUMMARY			
PROJECT NAME	PROJECT BUDGET	COMMITTED	BALANCE
New Bus Purchase	\$2,568,046.00	\$2,568,046.00	\$0.00
Smart Tag	\$500,000.00	\$0.00	\$500,000.00

LAMAR CISD 2017 BOND PROGRAM - PROJECT LIST

1st SALE	2018			2019			2020			2021			2022			2023												
PROJECTS	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Austin ES & Seguin ES Re-Roof	CONST			WARRANTY																								
Terry HS & George JHS Serving Lines	CONSTRUCTION									WARRANTY																		
Classroom Intruder Locksets	CONSTRUCTION									WARRANTY																		
High School 6 & Junior High 6	D	CD		P	CONSTRUCTION																			WARRANTY				
High School Artificial Turf & Tracks		D	CD	P	CONST					WARRANTY																		
Foster HS Athletic Improvements		D	CD	P	CONST					WARRANTY																		
CES, WES, WMS, NMS Improv.		D	CD	P	CONST					WARRANTY																		
ES Cooler/Freezer Replacement		D	CD	P	CONST					WARRANTY																		
Fuel Tank Replacement				D	CD		P	CONST		WARRANTY																		
Lamar Complex Exterior Improvements				DESIGN						CD			P	CONSTRUCTION										WARRANTY				
Traylor Stadium Pressbox				DESIGN						CD			P	CONSTRUCTION										WARRANTY				
High School LOTE Lab Installation				D			P	CONST		WARRANTY																		
Jane Long Historical Gym Renovations				DESIGN						CD			P	CONSTRUCTION										WARRANTY				
Elementary (#29)										D			CD			P	CONSTRUCTION							WARRANTY				

LAMAR CISD 2017 BOND PROGRAM - PROJECT LIST

2nd SALE	2018			2019			2020			2021			2022			2023												
PROJECTS	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
ALC Additions & Renovations				DESIGN						CD			P	CONSTRUCTION										WARRANTY				
Lamar HS & JHS Add & Renov.*							DESIGN			CD			P	CONSTRUCTION										WARRANTY				
Terry HS & GJHS Add & Renov.*							DESIGN			CD			P	CONSTRUCTION										WARRANTY				
Austin, Bowie & Jackson Improv.*							D			CD			P	CONST										WARRANTY				
FHS, BJHS, JES, PES, LES Improv.*							D			CD			P	CONST										WARRANTY				
Exterior Improv. SES, TRES, FHS*							D			CD			P	CONST										WARRANTY				
Seimans Controls Upgrade*							D			CD			P	CONST										WARRANTY				
HS Multi-Purpose*							DESIGN			CD			P	CONSTRUCTION										WARRANTY				
Brazos Crossing Exterior*							DESIGN			CD			P	CONSTRUCTION										WARRANTY				
MS Orchestra Additons*							DESIGN			CD			P	CONSTRUCTION										WARRANTY				
New Elementary 30 & 31*										D			CD			P	CONSTRUCTION							WARRANTY				

INFORMATION ITEM: PROJECTS FUNDED BY 2011 AVAILABLE BOND FUNDS

The list below are projects that the Board has approved to move forward with 2011 available funds:

DISTRICT FENCE PROJECT:

CSP #37-2016ML was approved at the September 2016 Regular Board Meeting. This project is now complete and closed.

Project Budget \$450,000

CHILLER REPLACEMENT PROJECT:

VANIR Rice & Gardner are managing this project. Estes, McClure and Associates were approved at the September 2016 Regular Board Meeting. CSP 03-2017VRG was Board approved in November 2016 to American Mechanical Services. Project is complete.

Project budget \$1,200,000

PARKING LOT LIGHTING RETROFIT:

VANIR Rice & Gardner are managing this project. Siemens has completed the original scope. Final inspections and night audits are underway. The fixtures for phase 2 sites have been completed. This project is complete and closed.

Project Budget \$1,600,000

HUGGINS PARKING AND PARENT DROPOFF:

VANIR Rice & Gardner are managing this project. This project is complete. Substantial Completion was January 17th. Project is complete and closed.

Project Budget \$700,000

ACCESS CONTROL PROJECT:

VANIR Rice & Gardner are managing this project. Phase 1 is complete. Phase 2 installation is complete. Final Payment and close out is on this month's agenda for approval.

Access Control Budget \$800,000

TERRY HIGH BASEBALL PROJECT:

VANIR Rice & Gardner are managing this project. This project is a 2014 Bond project with additional funds from the 2011 Available Bond Funds. This project is now complete and closed.

Additional Budget of \$1,425,000

TOTAL BUDGET FOR AVAILABLE FUND PROJECTS = \$6,175,000

Resource Persons: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning

INFORMATION ITEM: SCHOOL RESOURCE DIVISION UPDATE

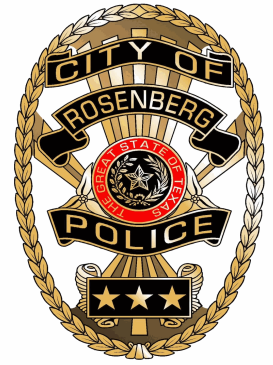
In order to maintain a safe, secure and welcoming learning environment for our students and staff, the District contracts with the Rosenberg Police Department for police services. Attached you will find the most recent published report from the School Resource Division.

Resource Person: Mike Rockwood, Chief of Staff
Lt. Daryl Segura, Rosenberg Police Department

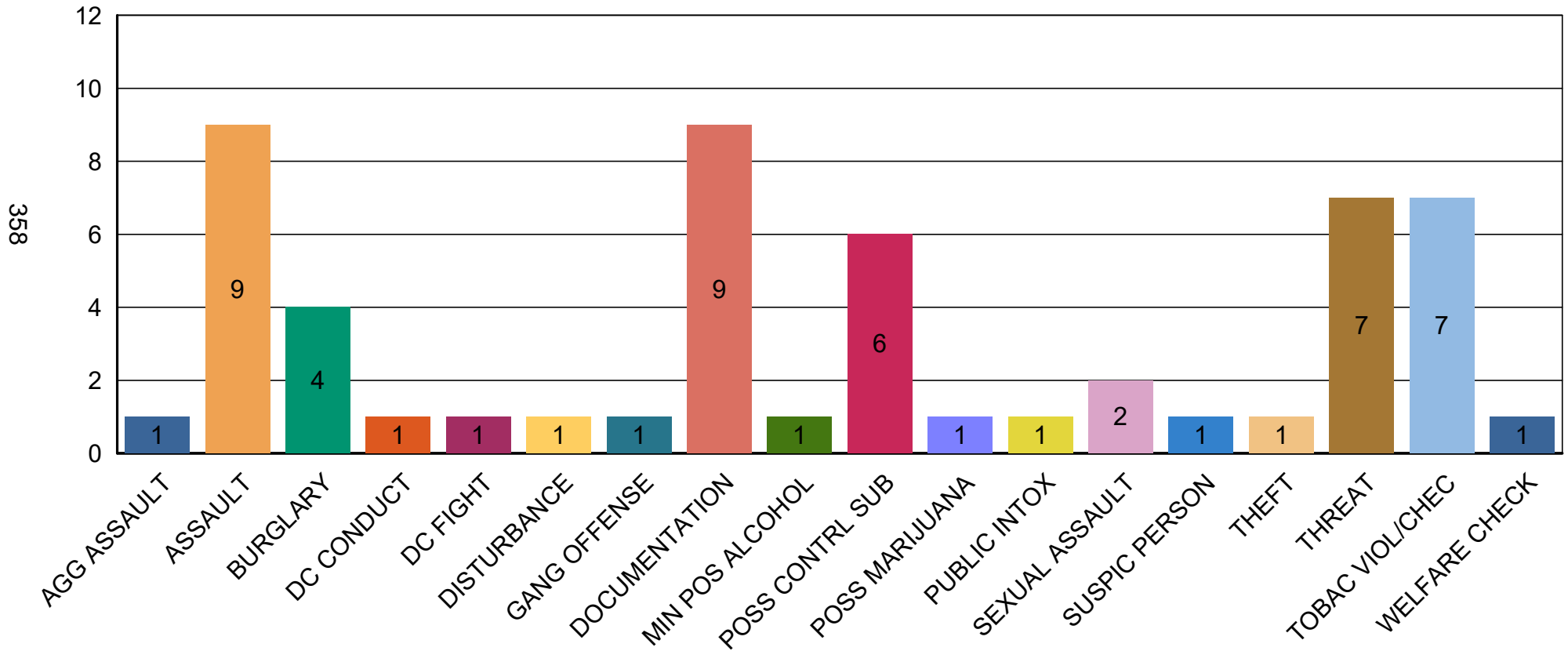
SRO Division

Monthly Activity - Incident Response

May 2019



Number of Incident Types



AGG ASSAULT : **1**

AGG ASSAULT	19-19770	6822 IRBY COBB BLVD; THOMAS ELEMENTARY	AGKN	Rios, Mario
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Assault : **9**

Assault	19-20820	4400 FM 723; FOSTER HIGH SCHOOL		Weishiemer, R
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Assault	19-20809	4814 MUSTANG AVE; LAMAR JR HIGH		Price, Jerry
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Assault	19-20803	8101 FM 762; READING JR HIGH		Kreusch, Kelly
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Assault	19-20558	4814 MUSTANG AVE; LAMAR JR HIGH	ASIM	Price, Jerry
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Assault	19-19928	9320 CHARGER WAY; LEAMAN JR HIGH	ASTH	DeRoch, Sean
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Assault	19-19926	7511 AVE J; BEASLEY ELEMENTARY	INH	Phillips, S
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Assault	19-19790	4400 FM 723; FOSTER HIGH SCHOOL	ASLT	Weishiemer, R
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Assault	19-18648	8181 FM 762; GEORGE RANCH HIGH SCHOOL	ASLT	Armstrong, B
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Assault	19-18312	4700 AVE N; NAVARRO MIDDLE SCHOOL	ASLT	Rios, Mario
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BURGLARY : **4**

BURGLARY	19-17716	301 3RD ST; JACKSON ELEMENTARY; A W JACKSON ELEMENTARY	BRGN	Mehling, W
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Burglary	19-17714	2700 AVE K; TRAVIS ELEMENTARY	BRGN	Clarke, Stephen
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Burglary	19-17158	117 LANE DR STE 14; 1621 PLACE	BRGN	Mehling, W
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Burglary	19-16647	605 MABEL ST; SEGUIN ELEMENTARY	BRGN	Price, Jerry
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DC CONDUCT : **1**

DC CONDUCT	19-19098	9320 CHARGER WAY; LEAMAN JR HIGH	INH	Kreusch, Kelly
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DC FIGHT : **1**

DC FIGHT 19-20405 8181 FM 762; GEORGE RANCH HIGH SCHOOL CMMA Armstrong, B

Disturbance : **1**

Disturbance 19-20848 8181 FM 762; GEORGE RANCH HIGH SCHOOL Armstrong, B

GANG OFFENSE : **1**

GANG OFFENSE 19-18267 4400 FM 723; FOSTER HIGH SCHOOL GMGM Weishiemer, R

In House : **9**

In House 19-20821 5201 MUSTANG AVE; WESSENDORFF MIDDLE SCHOOL Mehling, W

In House 19-19911 8101 FM 762; READING JR HIGH INH Kreusch, Kelly

IN HOUSE 19-19742 8101 FM 762; READING JR HIGH INH Kreusch, Kelly

IN HOUSE 19-18985 4814 MUSTANG AVE; LAMAR JR HIGH Price, Jerry

In House 19-18979 4300 FM 723; BRISCOE JR HIGH PULD James Edge

In House 19-18807 8181 FM 762; GEORGE RANCH HIGH SCHOOL INH Bubb, Katrina

IN HOUSE 19-18782 8181 FM 762; GEORGE RANCH HIGH SCHOOL WELF Rios, Mario

In House 19-17607 8181 FM 762; GEORGE RANCH HIGH SCHOOL INH Armstrong, B

In House 19-16813 4300 FM 723; BRISCOE JR HIGH PULD James Edge

MIN POS ALCOHOL : **1**

MIN POS ALCOHOL 19-18984 4814 MUSTANG AVE; LAMAR JR HIGH ALMP Price, Jerry

POSS CONTRL SUB : **6**

POSS CONTRL SUB	19-19925	4400 FM 723; FOSTER HIGH SCHOOL	PCFD	Weishiemer, R
POSS CONTRL SUB	19-19345	8181 FM 762; GEORGE RANCH HIGH SCHOOL	PCFD	Rios, Mario
POSS CONTRL SUB	19-18939	8181 FM 762; GEORGE RANCH HIGH SCHOOL	PCFD	Armstrong, B
POSS CONTRL SUB	19-18933	9320 CHARGER WAY; LEAMAN JR HIGH	PCFD	DeRoch, Sean
POSS CONTRL SUB	19-18929	8181 FM 762; GEORGE RANCH HIGH SCHOOL	PCFD	Rios, Mario
POSS CONTRL SUB	19-18471	8101 FM 762; READING JR HIGH	PCFD	Rios, Mario

POSS MARIJUANA : 1

POSS MARIJUANA	19-18960	4814 MUSTANG AVE; LAMAR JR HIGH	POMD	Price, Jerry
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PUBLIC INTOX : 1

PUBLIC INTOX	19-17743	4814 MUSTANG AVE; LAMAR JR HIGH	PIM	Price, Jerry
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361

SEXUAL ASSAULT : 2

SEXUAL ASSAULT	19-19923	2700 AVE K; TRAVIS ELEMENTARY	INH	Mehling, W
SEXUAL ASSAULT	19-18971	4400 FM 723; FOSTER HIGH SCHOOL	SXAL	Weishiemer, R

SUSPIC PERSON : 1

SUSPIC PERSON	19-18812	1000 SHADOW BEND DR; CAMPBELL ELEMENTARY	INH	Rios, Mario
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THEFT : 1

THEFT	19-17336	6110 AUGUST GREEN DR; ARREDONDO ELEMENTARY	THFB	Rios, Mario
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THREAT : 7

THREAT	19-20577	4240 FM 723; WERTHEIMER MIDDLE SCHOOL		James Edge
THREAT	19-19483	6822 IRBY COBB BLVD; THOMAS ELEMENTARY	AGKN	Bubb, Katrina
THREAT	19-18945	9320 CHARGER WAY; LEAMAN JR HIGH	AGKN	DeRoch, Sean
THREAT	19-18800	1708 AVE M; ALC	TERB	Phillips, S
THREAT	19-18651	4400 FM 723; FOSTER HIGH SCHOOL	TERB	Weishiemer, R
THREAT	19-17756	7901 FM 762; RYON MIDDLE SCHOOL	INH	Kreusch, Kelly
THREAT	19-17569	8101 FM 762; READING JR HIGH	INH	Kreusch, Kelly

TOBAC VIOL/CHEC : 7

TOBAC VIOL/CHEC	19-20421	8181 FM 762; GEORGE RANCH HIGH SCHOOL	PTOS	Bubb, Katrina
TOBAC VIOL/CHEC	19-19755	4400 FM 723; FOSTER HIGH SCHOOL	PTOS	Weishiemer, R
TOBAC VIOL/CHEC	19-19529	4400 FM 723; FOSTER HIGH SCHOOL	PTOS	Weishiemer, R
TOBAC VIOL/CHEC	19-18827	8181 FM 762; GEORGE RANCH HIGH SCHOOL	PTOS	Armstrong, B
TOBAC VIOL/CHEC	19-18619	8181 FM 762; GEORGE RANCH HIGH SCHOOL	PTOS	Rios, Mario
TOBAC VIOL/CHEC	19-16526	8181 FM 762; GEORGE RANCH HIGH SCHOOL	PTOS	Armstrong, B
TOBAC VIOL/CHEC	19-16496	8181 FM 762; GEORGE RANCH HIGH SCHOOL	PTOS	Armstrong, B

WELFARE CHECK : 1

WELFARE CHECK	19-19496	8101 FM 762; READING JR HIGH	MH	Kreusch, Kelly
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Grand Total:

55

INFORMATION ITEM: TRANSPORTATION UPDATE

**TRANSPORTATION QUARTERLY BOARD UPDATE
(March 2019 – May 2019)**

PERSONNEL UPDATES

Drivers leaving department	5		
Full-time drivers hired	8		
Drivers waiting driving test	10		
Bus aides hired	2		
Hiring Incentives Paid		Employee	Referrer
Initial		7	3
Six Month		8	4

ON OTHE ROAD BUS ACCIDENTS

<i>Date</i>	<i>Bus #</i>	<i>Action</i>	<i>Location</i>	<i>Preventable</i>	<i>Experience</i>
190306	215	Bus hit a car	Benton at Reading	P	1Y
190308	417126	Passing truck hit bus mirror	US59S	Non	14Y
190308	274	Bus hit a portable basketball goal	7 th and Parrot	P	4Y
190322	402	Bus hit in the rear by car	FM1093 and Cross Creek	Non	2Y
190327	314706	Truck backed into bus	Rhinehart and Ruby	Non	5M
190416	317712	Bus hit in rear by car	US59 and SH36	Non	11Y
190430	417430	Bus hit in rear by truck	Reading and Ave I	Non	8Y
190507	409417	Bus hit car while making a left turn	Fulshear-Gaston and Reese	P	12Y
190521	409417	Bus hit car while making a left turn	Cole Ridge and Broad Run	P	5Y

CO-CURRICULAR AND EXTRA CURRICULAR FIELD TRIPS

Site	Number of Trips	Bus Miles	Sped Bus Miles	Truck Miles	White Fleet Miles
Rosenberg	943	51,794	1613	3105	10,272
Fulshear	591	33,961	1685	2832	6981

BUS/VEHICLE MAINTENANCE

There were 28 roadside calls for buses requiring roadside assistance. Transportation Department procedure to assist roadside calls is to send one or more mechanics to the site. A replacement bus may be sent at the same time with a mechanic, or a nearby bus may be sent if one is in the area and available.

ROUTING & SCHEDULING

We had the following am/pm home to school routes in operation for the month:

Home to School Routes	Blue Track	Red Track	Gold Track	Maroon Track	Purple Track
Regular	12	46	30	46	22
SPED	9	10	11	6	4
Van	3	2	1		
Displaced Students	37	58	15	14	3

TRAINING AND OTHER EVENTS

The Transportation Department conducts regular monthly safety meetings, which include all drivers, bus aides, mechanics, and other staff. The monthly safety meetings are scheduled by color track with total of (5) safety meetings a month. In addition, monthly trainings are held with department Bus Operation Specialists (BOS's). Each month, several issues are discussed, and each month there is a focus on the District's leadership definition. Also each month, a main topic is discussed and trained in-depth. Those topics this quarter included: Emergency and breakdown procedures, student management, and fire extinguisher inspection and use.

In April, BOS Roy Kloeber and Fulshear driver Molly Hegner competed in the Region IV school bus safety rodeo at Spring ISD. This was the first time in many years that Lamar CISD had competitors in the rodeo. The rodeo is a contest for bus drivers that include a written test, a pretrip inspection test, and a driving skills test.

STUDENT DISCIPLINE

There were a total of 798 discipline reports issued for the three months including March 2019, April 2019, and May 2019.

FUEL REPORT IS ATTACHED ON THE FOLLOWING PAGE

LAMAR CISD TRANSPORTATION

Activity Summary Report by Account for Product

From: 3/1/2019 To: 5/31/2019

			Number of Transactions	Qty	Amount
Account: 001			VOCATIONAL		
Product:	01	Unleaded	2	19.900	\$43.19
Product:	02	#2 Diesel	36	800.300	\$1,647.27
Account Totals:			38	820.200	\$1,690.46
Account: 034			DISTRIBUTION		
Product:	01	Unleaded	100	1867.500	\$4,044.85
Account Totals:			100	1867.500	\$4,044.85
Account: 050			MAINTENANCE		
Product:	01	Unleaded	815	14243.900	\$29,472.90
Product:	02	#2 Diesel	373	3082.100	\$6,786.95
Account Totals:			1188	17326.000	\$36,259.85
Account: 053			TECHNICAL SERVICES		
Product:	01	Unleaded	73	988.600	\$2,038.73
Account Totals:			73	988.600	\$2,038.73
Account: 060			Transportation		
Product:	01	Unleaded	361	5121.300	\$10,312.42
Product:	02	#2 Diesel	4694	151895.000	\$313,385.01
Account Totals:			5055	157016.300	\$323,697.43
Account: 080			SECURITY		
Product:	01	Unleaded	187	3007.500	\$6,112.69
Account Totals:			187	3007.500	\$6,112.69
Account: 090			ATHLETICS		
Product:	01	Unleaded	5	37.900	\$82.25
Account Totals:			5	37.900	\$82.25
Account : 78			FOODSERVICE		
Product:	01	Unleaded	69	1208.500	\$2,622.47
Account Totals:			69	1208.500	\$2,622.47

Resource Persons: Chris Juntti, Interim Deputy Superintendent of Support Services
Mike Jones, Director of Transportation